

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

UNITED STATES OF AMERICA	)	
	)	
	)	
v.	)	Criminal No. 1:22-cr-87
	)	
SOOK HEE KIM,	)	
	)	
Defendant.	)	

**DEFENDANT SOOK HEE KIM'S SENTENCING MEMORANDUM**

COMES NOW Defendant Sook Hee Kim, by and through her counsel, and respectfully submits this sentencing memorandum. Based on the factors detailed below, Ms. Kim respectfully seeks the Court's consideration to grant a downward variance from the sentencing guidelines range and fashion a just and tailored sentence for her case.

**PERSONAL BACKGROUND**

The Presentence Investigation Report ("PSR") accurately captures much of Ms. Kim's early childhood and life. Ms. Kim is a 44-year-old woman who currently resides in East Windsor, New Jersey with her husband and 4-year-old daughter. Originally born and raised in South Korea, Ms. Kim came to the United States in 2001 to further her education in Queens, New York. However, she grew to love living in the U.S. and in 2008, she met Krystian Kwasniak through mutual friends.

Despite some language barriers, they fell in love and got married three years later in 2011.

For all intents and purposes, Ms. Kim was living her American dream with one exception: children. Despite the couple's continued efforts and prayers, Ms. Kim was not blessed with a child until six years after being married when, in 2017, their daughter Olivia Kwasniak was born. Since her daughter's birth, Ms. Kim's entire world has revolved around her daughter and providing her daughter with best life she could. Although all of Ms. Kim's immediate family still reside in South Korea, she grew close to her in-laws and her church community at Love Global Vision Church in Clifton, New Jersey. She has worked for Daifuku Trading for the past nine years, receiving several promotions to her current role as purchasing manager.

### **ACCEPTANCE OF RESPONSIBILITY**

Since the beginning of this case, Ms. Kim fully cooperated with law enforcement. On or about April 5, 2021, FBI agents executed a search warrant of her residence. At that time, Ms. Kim voluntarily agreed to be interviewed. She also provided law enforcement with all of her passwords to her laptop, cellphone, and Google Drive. During the investigation, Ms. Kim realized the extent of her foolish and criminal conduct. She fully acknowledged and accepted accountability for her actions. She expeditiously entering a guilty plea, accepting all the devastating consequences she will suffer, including her [very likely] detainment by immigration

agents and deportation. Since entering her guilty plea, Ms. Kim has not engaged in any further criminal conduct and is diligently exploring all avenues to ensure she can expeditiously repay her \$300,000 restitution to the Government.

### **SENTENCING OPTIONS AND CONSIDERATIONS**

As the Court is aware, the Court has great discretion in imposing a sentence in consideration of factors set forth in 18 U.S.C. § 3553(a). In doing so, Ms. Kim respectfully requests the Court's consideration of a tailored sentence to include home confinement and probation, taking into account the following:

#### **Nature and Circumstances of the Offense (18 U.S.C. § 3553(a)(1))**

It is an undisputed truth that Ms. Kim violated the law when she knowingly executed the subject false SBA loans in this case. Discovering Paul Kwak at a critical time of her life during the pandemic in hopes of launching successful small businesses, Ms. Kim naively participated in Paul Kwak's now-known criminal scheme based on his esteemed reputation within the Korean-American community as one of the best business consultants. The initial scheme to defraud the Government and the logistics of processing the fraudulent loans were committed by Paul Kwak. This reality is seen in the actual monetary enrichment and previously-agreed-to distribution of the obtained \$300,000 EIDL funds: \$285,000 to NSEW/Paul Kwak and \$15,000 to Ms. Kim. (*See* Exhibit A, checks written to NSEW). In fact, Ms. Kim's overall dealings with Paul Kwak (including \$500

monthly “rent” payments for the businesses and over \$50,000 in “classes” and “membership” fees) resulted in a net loss with only promises of future returns. (*See* Exhibit B, Daewoo Plumbing lease agreement with Paul Kwak). To be clear, Ms. Kim fully acknowledges and accepts her role in this criminal conduct, and merely seeks consideration of the scale of her role in the overall creation, execution, and benefit from the criminal scheme in relation to Paul Kwak.

**History and Characteristics of the Defendant (18 U.S.C. § 3553(a)(1))**

While there is no doubt Ms. Kim made terrible decisions in this case that has led her before the Court, it is not representative of Ms. Kim’s overall character. Ms. Kim has no criminal history and has always strived to be a good mother, wife, daughter-in-law, friend, and neighbor. As a further testament to her character, 24 close friends and family members have written letters to the Court on her behalf. (*See* Exhibit C). On the day of sentencing, Ms. Kim expects her husband and several of her friends, who are using their own time and expense to travel to Atlanta from New Jersey, to speak on her behalf and express their genuine plea for the Court’s leniency in sentencing. (*See* Exhibit D, witness list). Furthermore, Ms. Kim will address the Court to acknowledge her actions and show the Court her criminal conduct was a major lapse in judgment and character, one never to be repeated again.

The Sentencing Commission, in a policy statement, has stated that family ties and responsibilities are not ordinarily relevant in determining whether



a departure may be warranted. U.S.S.C. §5H1.6. On the other hand, a downward variance can be granted where a defendant has shown extraordinary family circumstances. *See United States v. Martin*, 520 F.3d 87, 93 (1<sup>st</sup> Cir. 2008) (stating that, post-*Booker*, “policy statements normally are not decisive as to what may constitute a permissible ground for a variant sentence in a given case,” and affirming a 91-month variance down from the guideline range based in part on “the support that the defendant stood to receive from his family [and] personal qualities indication his potential for rehabilitation.”); *See United States v. Lehmann*, 513 F.3d 805, 807 (8<sup>th</sup> Cir. 2008) (affirming a downward variance from 37 months to five years’ probation with a six month home confinement condition where district court found that a prison sentence would have negatively affected the defendant’s disabled young son.); *See United States v. Ana David-Berrio*, 15-20017-Cr-Scola (S.D. Fla. 2015) (defendant with agreed advisory guideline range of 57-71 months sentenced to 14 months imprisonment with no credit for 16 months previously served in Colombia, due to extraordinary family circumstances caring for disabled son); *See United States v. Tiffany Knights*, 16-cr-20050-Gayles (S.D. Fla. 2016)(Court varied from guideline range of 30-37 months to probation based upon need of defendant to care for her minor children).

As discussed, Ms. Kim biggest priority is providing for and raising her 4-year-old daughter Olivia. Ms. Kim is most regretful in how her actions have not only

jeopardized her life, but more importantly her daughter's. The Court must impose a sentence sufficient, but not greater than necessary, to comply with 18 U.S.C. § 3553(a). To that end, Ms. Kim hopes for the Court's mercy in imposing a sentence that *may* allow her to continue raising her young daughter. As the Court is aware, Ms. Kim obtained her residency status in 2013 through her marriage. It is extremely likely that Ms. Kim will be detained by immigration agents, and possibly deported, based on her guilty plea in this case. Therefore, Ms. Kim respectfully seeks the Court's discretion in using a combination of home confinement with her [likely] immigration detainment to sufficiently reflect the seriousness and just punishment for her offense. (*See* U.S.C. § 3553(a)(2)(A)).

**The Need to Provide Restitution to Any Victims of the Offense (18**

**U.S.C. § 3553(a)(7))**

Ms. Kim agreed to repay full restitution to the Government of \$300,000 for the ill-gotten EIDL funds. Since entering her plea, Ms. Kim brainstormed and explored all options to ensure she is able to successfully pay the outstanding restitution in a timely fashion. With the blessing and assistance of supportive family members, Ms. Kim has identified a plan to obtain the funds to timely repay her restitution. However, Ms. Kim would need to work diligently, both in her primary employment with Daifuku Trading and her commission-based employment with Click-Bank, to satisfy her restitution. Should the Court impose any sentence

allowing Ms. Kim to remain at home, gainfully employed, and with the ability communicate/coordinate with her family members, Ms. Kim would be agreeable to the Court imposing a special condition that she must repay at least one-third (\$100,000) of the restitution within 60 days of the Court's sentence. Ms. Kim seeks to show the Court that she is serious in her desire and ability to make the Government whole as timely as possible, and requests the Court's discretion to allow her to do so. Any portion of incarceration, followed by her [likely] immigration detainment and deportation, would make it all-the-more difficult for Ms. Kim to make substantial contributions towards her restitution. It is arguable in the superior interest of the Government as well to ensure that restitution is timely repaid.

**The Need to Avoid Unwarranted Sentence Disparities (18 U.S.C. § 3553(a)(6))**

The Court has great discretion in imposing its sentence and, for reasons outlined above, there are substantial differences unique to Ms. Kim's case to avoid unwarranted sentence disparities among defendants with similar records found guilty of similar conduct. The unprecedented outbreak of COVID-19 and swift governmental aid unfortunately resulted in many EIDL fraud cases around the country. It is equally true that these serious offenses justify harsh punitive and deterring measures. However, many cases also resulted in sentences where the Court's discretion led to probation and/or home confinement sentences. For

example, Chief U.S. District Judge Algenon L. Marbley (S.D. Ohio) sentenced Janet Jenison to 5 years of probation with six months home confinement, \$250,000 fine, and \$128,000 restitution, over objections from the Government seeking prison time in an EIDL fraud case. Similarly, U.S. District Court Judge Mary S. McElroy (D.R.I.) sentenced David Andrew Butziger (who sought \$543,959 in SBA loans) to three years of probation with six months home confinement, while co-conspirator David Adler Staveley (who was arguably more culpable, convicted of bank fraud, and failed to appear in court) was sentenced to 56 months in prison. U.S. District Court Christopher C. Conner (M.D. Pa.) sentenced Christina McConnell to two years of probation with 4 months of home confinement and \$232,200 in restitution. U.S. District Court Judge Pamela A. Barker sentenced Wyleia Williams to three years of probation with six months home confinement, \$2,764,945.25 in restitution, and a special assessment of \$100. In a case closer in jurisdiction, Judge J. P. Boulee (N.D. Ga.) sentenced Charles Hill to five years of probation with 27 months home confinement, \$1,004,805 in restitution, and a special assessment of \$100.

In another case more closely related in facts and jurisdiction, the Court recently sentenced Joosoo Choi Bang to 18 months in prison in another EIDL fraud case involving Paul Kwak. Although Ms. Kim is not intimately familiar with the details of Ms. Choi Bang's case, there may be several factors to sufficiently differentiate her case. First, Ms. Kim has a very young daughter whom she cares for.

Should Ms. Kim be sentenced to incarceration, both the full financial obligation and caring of their daughter would fall to her husband, which will inevitably cause tremendous strain on both Mr. Kwasniak and their daughter. Second, Ms. Kim's residency status will [likely] lead to immigration detainment and deportation. Any punitive considerations for the crime resulting in confinement can arguably be satisfied by her immigration detainment and deportation which, when compounded with any incarceration imposed by the Court, would result in a punishment far beyond Ms. Choi Bang's sentence. Lastly, any deterrence considerations and Ms. Kim future risk of reoffending is mitigated by her character, as attested to by many whom have known Ms. Kim over the years. The genuine support and pleas for the Court's leniency presented in numerous letters and [expected] direct testimony before the Court show mitigating character evidence in support of a lower deviation from the sentencing guidelines range.

### **CONCLUSION**

There is no doubt that Ms. Kim's crime justifies any sentence the Court may impose, including up to the maximum incarceration under the sentencing guidelines range. However, Ms. Kim's prays for the Court's consideration of the specific facts of her case, her personal background and character, her lack of criminal history, her restitution consideration, and immigration consideration. To put succinctly, Ms. Kim highlights for the Court the following factors: (1) Ms. Kim's ability to raise her 4-

year-old daughter and financially contribute/provide for her family, (2) Ms. Kim's likely immigration detainment and deportation proceedings, and (3) Ms. Kim's willingness and ability to timely satisfy her restitution and fines. Based on the forgoing factors and in the interests of justice, Ms. Kim hopes the Court will find her deserving of its mercy and impose a just sentence, to include a period of home confinement and probation.

Respectfully submitted this 8th day of September, 2022.

**JK LAW FIRM, LLC**

/s/ *John H. Kim*

John H. Kim

Georgia Bar No. 279768

Attorney for Sook Hee Kim

3327 Duluth Highway 120, Suite 203

Duluth, GA 30096

(770) 288-0005

Fax: (770) 676-6063

[john@thejklawfirm.com](mailto:john@thejklawfirm.com)

**CERTIFICATE OF SERVICE**

This is to certify that I have on this day served a true and correct copy of the within and foregoing DEFENDANT SOOK HEE KIM'S SENTENCING MEMORANDUM to opposing counsel Adobe Acrobat (pdf) formats by electronic filing and electronic mail to:

Michael Qin  
United States Attorney's Office  
75 Ted Turner Dr SW, Suite 600  
Atlanta, GA 30303  
[Michael.qin@usdoj.gov](mailto:Michael.qin@usdoj.gov)

This 8th day of September, 2022.

**JK LAW FIRM, LLC**

**/s/ John H. Kim**

John H. Kim  
Georgia Bar No. 279768  
Attorney for Sook Hee Kim

3327 Duluth Highway 120, Suite 203  
Duluth, GA 30096  
(770)288-0005  
Fax: (770)676-6063  
[john@thejklawfirm.com](mailto:john@thejklawfirm.com)

# EXHIBIT A



## Check Search Results

The details presented in this document were requested by the customer. Go to subsequent pages to see check details.

### Check Search Results

---

Checks displayed:	1
Account number:	627771535
Date range:	
Check number(s):	
Amount:	

DAEWOO PLUMBING LLC 07-20  
3625 SAVANNAH PL STE 235  
DULUTH, GA 30096-6376

98

DATE 7/27/20

PAY TO THE ORDER OF NSEW GA INC. \$ 40,000.00

Forty thousand & 00/100 DOLLARS

CHASE  
JPMorgan Chase Bank, N.A.  
www.chase.com

MEMO Membership fee + fee 10%

⑆06⑆1092387⑆ 62777⑆535⑆0096

JPMorganChaseBank 62777⑆535⑆0096

DO NOT WRITE IN THESE SPACES

CHECK HERE FOR DEPOSIT ONLY DEPOSIT

DATE 2805/217

DO NOT WRITE IN THESE SPACES

## Check Search Results

The details presented in this document were requested by the customer. Go to subsequent pages to see check details.

### Check Search Results

---

Checks displayed:

---

Account number:

---

Date range:

---

Check number(s):

---

Amount:

---

Post date: 07/27/2020  
Amount: \$ 100000.00

Account: 627771535  
Check Number: 99

DAEWOO PLUMBING LLC 07-20  
3625 SAVANNAH PL STE 235  
DULUTH, GA 30096-6378

DATE 7/27/20

PAY TO THE ORDER OF NSEW GA INC \$ 100,000.00

One hundred thousand and 00/100 DOLLARS

CHASE  
JPMorgan Chase Bank, N.A.  
www.Chase.com

MEMO Invest



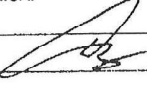
⑆091092387⑆ 627771535⑈0099

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR FINANCIAL INSTITUTION USE

FOR DEPOSIT ONLY

22805/217

Amount: \$130,000.00 Sequence Number: 9492447592  
 Account: 381054153651 Capture Date: 09/15/2020  
 Bank Number: 02120033 Check Number: 1007



 <b>SHK MARKETING SOLUTIONS LLC</b> 865 STATE ROUTE 33 STE 3 FREEHOLD, NJ 07728		1007
DATE <u>9/15/20</u>		SS 33/212
PAY TO THE ORDER OF <u>NSEW GA INC.</u> \$ <u>130,000.-</u>		
<u>One hundred thirty thousand</u> BANK OF AMERICA DOLLARS		
FOR <u>Invest</u>		GOD BLESS AMERICA! 
⑈001007⑈ ⑆021200339⑆ 381054153651⑈		

## Electronic Endorsements:

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
09/15/2020	5590311707	74909962	Rtn Loc/BOFD	Y		JPMorgan Chase Bank
09/15/2020	009492447592	111012822	Pay Bank	N		Bank of America NA

Deposited Only  
 2805/219

Amount: \$15,000.00 Sequence Number: 9492447593  
 Account: 381054153651 Capture Date: 09/15/2020  
 Bank Number: 02120033 Check Number: 1008

 <b>SHK MARKETING SOLUTIONS LLC</b> 965 STATE ROUTE 33 STE 3 FREEHOLD, NJ 07728		1008
DATE <u>9/15/20</u>		55-32712
PAY TO THE ORDER OF <u>NSEW GA Inc</u> \$ <u>15,000.-</u> <u>fifteen thousand</u> DOLLARS		 Whole Life Deposit® <small>Details on back</small>
BANK OF AMERICA GOD BLESS AMERICA! FOR <u>Fee</u>		
MICR LINE: ⑈001008⑈ ⑆021200339⑆ 381054153651⑈		

☐ CHECK STAMP  
 2025/10/17  
 Deposit Only

## Electronic Endorsements:

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
09/15/2020	5590311708	74909962	Rtn Loc/BOFD	Y		JPMorgan Chase Bank
09/15/2020	009492447593	111012822	Pay Bank	N		Bank of America NA

# EXHIBIT B



# **COMMERICAL LEASE AGREEMENT** **(Single-Tenant Facilities)**

2020 Printing

In consideration of the mutual covenants set forth herein, this Lease (hereafter the term "Lease" and "Agreement" are used interchangeably) is entered into this date of **August 01, 2020** between **NSEW GA, INC.** (hereinafter "Landlord") and **DAE WOO PLUMBING LLC/ Sookhee Kim** (hereinafter "Tenant") Landlord leases to Tenant, and Tenant leases from Landlord, the Property with the following address: **3625 Savannah PL DR STE 235, Duluth, GA 30096**  
TAXPIN/ID# \_\_\_\_\_ and as more particularly described in the Legal Description Paragraph below:

**Legal Description.** The Full legal description of the Property is:

*(Select A, B, or C below. The sections not marked shall not be a part of this Agreement.)*

☐ A. attached as an exhibit hereto;

☐ B. Identical to the legal description for the property contained in the deed recorded in Deed Book \_\_\_\_\_ Page \_\_\_\_\_

☐ C. Et. Seq., \_\_\_\_\_ County, Georgia records;

☐ C. described below:

Land Lot(s) \_\_\_\_\_ of the \_\_\_\_\_ District, \_\_\_\_\_ Section/GMD, Lot \_\_\_\_\_

Block \_\_\_\_\_ Unit \_\_\_\_\_ Phase/Section \_\_\_\_\_ Subdivision/Development, \_\_\_\_\_

County, Georgia according to the plat recorded in \_\_\_\_\_

Plat Book \_\_\_\_\_ Page \_\_\_\_\_ et. Seq., \_\_\_\_\_ County, Georgia records.

1. **Term.** The initial term of this Lease shall be on **FIVE YEARS** beginning on the earlier of the completion of the work described in any attached work letter or the date **August 01, 2020** ("Commencement Date"), through and including the date of **July 31, 2025**.

2. **Possession.** If Landlord is unable to deliver possession of Premises on the Commencement Date, rent shall be abated on a daily basis until possession is granted. If possession is not granted within fourteen (14) days of the Commencement Date, Tenant may terminate this Lease in which event Landlord shall promptly refund all payments and deposits to Tenant. Landlord shall not be liable for delays in the delivery of possession of possession to Tenant.

3. **Rent.** Tenant shall pay base rent to Landlord without demand, deduction, or setoff in advance in the sum of **Five Hundred Dollars (\$500.00)** per month on the first day of each month during the term of the Lease or any renewals thereof, at the following address: **3625 Savannah PL DR STE 235, Duluth, GA 30096**.

(or at such other address as may be designated from time to time by Landlord in writing). If the Commencement Date begins on the second day through the last day of any month, the rent shall be prorated for that portion of the month and shall be paid at the time of leasing Property. Tenant shall also pay additional rent as may be provided elsewhere in this Lease. Such additional rent shall be paid in the same manner as the base rent.

4. **Late Payment; Service Charge for Returned Checks.** Rent not paid in full by the fifth day of the month shall be late. Landlord shall have no obligation to accept any rent not received by the Fifth of the month. If late payment is made and Landlord accepts the same, the payment must be in the form of cash, cashier's check, certified check or money order and must include an additional rent amount of **\$100.00**, and if applicable, a service charge for any returned check of **\$50**. Landlord reserves the right, upon notice to Tenant, to refuse to accept personal checks from Tenant after one or more of Tenant's personal checks have been returned by the bank unpaid.

5. **Security Deposit.**

A. **Security Deposit to be Held by Landlord or Broker:** *(Check one. The section not marked shall not be a part of this Agreement.)*

☐ Landlord Holding Security Deposit.

(1) Tenant has paid to Landlord as security for Tenant's fulfillment of the conditions of this Lease a security deposit of **Zero Dollars** in ☐ cash, ☐ money order and/or ☐ check ("Security Deposit").

(2) Landlord shall deposit the Security Deposit in Landlord's general account with Landlord retaining the interest if the account is interest bearing. Tenant acknowledges and agrees that Landlord shall have the right to sue such funds for whatever purpose Landlord sees fit, and such funds will not be segregated or set apart in any manner.

(3) Tenant recognizes and accepts the risk of depositing the Security Deposit with Landlord. Tenant acknowledges that Tenant has not relied upon the advice of any Broker in deciding to pay such Security Deposit to Landlord. Landlord and Tenant acknowledge and agree that:

(a) Broker has no responsibility for, or control over, any Security Deposit deposited with Landlord;

(b) Broker has no ability or obligation to insure that the Security Deposit is properly applied or deposited;

(c) The disposition of the Security Deposit is the sole responsibility of Landlord and Tenant as herein provided; and

(d) Landlord and Tenant agree to indemnify and hold harmless Broker and Broker's affiliated licensees against all claims, damages, losses, expenses or liability arising from the handling of the Security Deposit by a Landlord.



- (4) Landlord shall return Security Deposit to Tenant, after deducting any sum which Tenant owes Landlord hereunder, or any sum which Landlord may expend to repair arising out of or related to Tenant's occupancy hereunder, abandonment of Property or default in this Lease (provided Landlord attempts to mitigate such actual damages), including but not limited to any repair, replacement cleaning or painting of Property reasonably necessary due to the negligence, carelessness, accident, or abuse of Tenant or Tenant's employees, agents, invitees, guests, or licensees. In the event Landlord elects to retain any part of the Security Deposit, Landlord shall promptly provide Tenant with a written statement setting forth the reasons for the retention of any portion of the Security Deposit, including the damages for which any portion of the Security Deposit is retained. The use and application of the Security Deposit by Landlord shall be at the discretion of the Landlord. Appropriation by Landlord of all or part of the Security Deposit shall not be an exclusive remedy for Landlord, but shall be cumulative, and in addition to all remedies of Landlord at law or under this Lease. The Tenant may not apply the Security Deposit to any rent payment.

☐ **Broker Holding Security Deposit.**

- (1) Tenant has paid to Broker as security for Tenant's fulfillment of the conditions of this Lease ("Security Deposit") \$ N/A

Dollars in ☐ cash, ☐ money order and/or ☐ check.

- (2) The Broker shall deposit the Security Deposit in Broker's escrow/trust account (with Broker retaining the interest if the account is interest bearing) within five (5) banking days from the Binding Agreement Date.
- (3) Broker shall disburse the Security Deposit only as follows: (a) upon the failure of the parties to enter into a binding lease; (b) upon a subsequent written agreement signed by all parties having an interest in the funds; (c) upon order of a court or arbitrator having jurisdiction over any dispute involving the security deposit; (d) upon a reasonable interpretation of this Agreement by Broker; (e) as provided in the General Provisions section below of this Paragraph, or (f) upon the termination of the agency relationship between Landlord and Broker, in which event Broker shall only disburse the Security Deposit, to another licensed Georgia Real Estate Broker selected by Landlord unless otherwise agreed to in writing by Landlord and Tenant after notice to Broker and Tenant. Prior to disbursing the Security Deposit pursuant to a reasonable interpretation of this Agreement, Broker shall give all parties fifteen (15) days notice, stating to whom the disbursement will be made. Any party may object in writing to the disbursement, provided the objection is received by Broker prior to the end of the fifteen (15) day notice period. All objections not raised in a timely manner, shall be waived. In the event a timely objection is made, Broker shall consider the objection and shall do any or a combination of the following: (a) hold the Security Deposit for a reasonable period of time to give the parties an opportunity to resolve the dispute; (b) disburse the Security Deposit and so notify all parties, and/or (c) interplead the Security Deposit into a court of competent jurisdiction. Broker shall be reimbursed for and may deduct from any funds interpleaded its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Broker. No party shall seek damages from Broker (nor shall Broker be liable for the same) for any matter arising out of or related to the performance of Broker's duties under this Security Deposit paragraph.

**B. General Provisions Regarding Security Deposit:**

- (1) In the event any Security Deposit check is not honored, for any reason, by the bank upon which it is drawn, the holder thereof shall promptly notify the other parties and Broker(s) to this Lease. Tenant shall have three (3) banking days after notice to deliver good funds to the holder. In the event Tenant does not timely deliver good funds to the holder, the Landlord shall have the right to terminate this Agreement upon written notice to the Tenant.
- (2) The entire Security Deposit, if held by Landlord, will be returned to Tenant within thirty(30) days after Property is vacated if:
- (a) The term of the Lease has expired or the Lease has been terminated in writing by the mutual consent of both parties;
  - (b) All monies due under this Lease by Tenant have been paid;
  - (c) Property is not damaged and is left in its original condition, normal wear and tear excepted;
  - (d) All keys have been returned; and
  - (e) Tenant is not in default under any of the terms of this Lease.

5. **Repairs and Maintenance.** Tenant acknowledges that Tenant has inspected Property and that it is fit for its stated use. Tenant agrees that no representations regarding Property or the condition thereof and no promises to alter, decorate, improve, or repairs have been made by Landlord, Broker, or their agents unless specified in this Lease. The following shall be kept in good working order and repair, normal wear and tear excepted, by either the Landlord or Tenant as follows:

[Check all that apply. The sections not marked shall not be a part of this Agreement.]

	TENANT	LANDLORD		TENANT	LANDLORD
Heating System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Elevators	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Plumbing System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Air conditioning system	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Parking area	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Electrical system/fixtures	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Driveway	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Exterior walkways	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Building Exteriors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Interior hallways	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Smoke Detector	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Lobby	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Terrace/patio	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Loading area	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Restrooms	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Trash facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Stairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Landscaping	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exterior windows	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Security Alarm	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Any item not mentioned herein but existing on Property (other than furniture, fixtures and equipment of Tenant) shall be maintained by Landlord ☐ OR Tenant ☐ [Check one. The box not marked shall not be a part of this Agreement.]



Upon receipt of written notice from Tenant, Landlord shall, within a reasonable time period thereafter, repair all defects in those facilities and systems that are the responsibility of landlord to maintain in good working order and repair. If Tenant does not promptly perform its maintenance and repair obligations as set forth herein, Landlord may make such repairs and/or replacements and Tenant shall promptly pay the costs of the same. Landlord shall not be liable to Tenant for any damage caused by any of the above reference systems or facilities of by water coming through or around the roof or any door, flashing, skylight vent, window, or the like in or about Property, except if such damage is due to the gross negligence or willful misconduct of Landlord. Tenant shall be responsible for the reasonable cost of repairs made necessary by the negligence or willful misconduct of Tenant (including Tenant's employees, agents, invitees, guests, or licensees).

7. **Services.** Landlord shall provide, at Landlord's expense the following services *[Check all that apply. The sections not marked shall not be a part of this Agreement.]*

- ☐ General cleaning and janitorial service of the interior of Property times per week
- ☐ Concierge service as follows: \_\_\_\_\_
- ☐ Parking attendant as follows: \_\_\_\_\_
- ☐ Property monitor as follows: \_\_\_\_\_
- ☐ Trash collection service \_\_\_\_\_ times per week
- ☐ Soap, paper towels, and toilet tissue for rest rooms \_\_\_\_\_ times per week
- ☐ Replacement of all light bulbs and repair and maintenance of all light fixtures located in the interior of Property.
- ☐ Other \_\_\_\_\_

Landlord shall not be liable for the nonperformance or inadequate performance of such services by third parties. Tenant shall be responsible for the costs and provision of any services that Landlord has not expressly agreed to pay for in this Lease. Tenant agrees to provide services not provided by Landlord that are necessary to keep Property in good order, condition, and repair, normal wear and tear excepted. If Tenant does not provide such services, Landlord may then provide such services and Tenant shall promptly pay Landlord the costs for such services.

8. **Utilities.** The services and/or utilities set forth below serving Property shall be paid by either the Landlord or Tenant as follows: *[Check all that apply. The sections not marked shall not be a part of this Agreement.]*

UTILITY	TENANT	LANDLORD	UTILITY	TENANT	LANDLORD
Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sewer	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Electricity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Natural Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Garbage	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Cable Television	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Telephone	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Digital Subscriber Line	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>	Other _____	<input type="checkbox"/>	<input type="checkbox"/>

Tenant shall be responsible for the costs of any utilities that Landlord has not expressly agreed to pay for in this Lease. Tenant must provide proof of payment of final bills for all utilities or service termination (cutoff) slips. Landlord may, at Landlord's option, pay utilities and be reimbursed by Tenant along with the next month's rent. Landlord shall not be liable for any interruptions or delays in the provision of utility services unless such interruptions or delays shall be caused by Landlord's gross negligence or willful misconduct.

9. **Renewal Term.** Either party may terminate this Lease at the end of the term by giving the other party sixty (60) days written notice prior to the end of the term. If neither party gives notice of termination, the Lease will automatically be extended on a month-to-month basis with all terms remaining the same except that Landlord reserves the right to increase the amount of rent upon delivery of written notice to Tenant sixty (60) days prior to the effective date of any increase. Thereafter, Tenant may terminate this Lease upon sixty (60) days written notice to Landlord and Landlord may terminate this Lease upon sixty (60) days written notice to Tenant.

10. **Sublet and Assignment.** Tenant may not sublet Property in whole or in part or assign this Lease without the prior written consent of Landlord. This Lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord and this Lease shall create a usufruct only. In the event Landlord shall assign this Lease, the assignee thereof shall be responsible to timely pay Brokers all commissions and other sums owed to them hereunder.

11. **Right of Access, Signage.**

A. Landlord and Landlord's agents shall have the right of access to Property for inspection, repairs and maintenance during reasonable hours. In the case of emergency, Landlord may enter Property at any time to protect life and prevent damage to Property. Landlord And/or Landlord's agents may place a "for rent" or "for sale" sign on the interior or exterior of Property, and may show Property to prospective tenants or purchasers during reasonable hours. Tenant agrees to cooperate with Landlord, Landlord's agent and Brokers who may show Property to prospective Tenants. Tenant shall secure valuables and agrees to hold Landlord and/or Landlord's Agent harmless for any loss thereof. For each occasion where the access rights described above are denied, Tenant shall pay Landlord the sum of \$300.00 as liquidated damages; it being acknowledged that Landlord shall be damaged by the denial of access, that Landlord's actual damages are hard to estimate, and that the above amount represents a reasonable pre-estimate of Landlord's damages rather than a penalty.

B. Without Landlord's prior written permission, Tenant shall not place any sign, advertising matter, or any other things of any kind on any part of the outside walls or roof of Property or on any part of the interior of Property that is visible from the exterior of Property. Tenant shall maintain all such permitted signs, advertising matter, or any other things of any kind in good condition and repair. Tenant agrees to remove at its cost all such permitted signs, advertising matter, or any other things of any kind at the end of this Lease.

12. **Use.** Property shall only be used for the purposes set out as follows: SKIN CARE & BEAUTY FACIAL SALONS.



Property shall be used so as to comply with all federal, state, county, and municipal laws and ordinances and any applicable rules and regulations. Tenant shall not use or permit Property to be used for any disorderly or unlawful purpose; nor shall Tenant engage in any activity on Property which would endanger the health and safety of other Tenants or which otherwise creates a nuisance.

### 13. Agency and Brokerage.

**A. Agency Disclosure:** In this Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and where the context would indicate the broker's affiliated licensees. No Broker in this transaction shall owe any duty to Tenant or Landlord greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.;

1. **No Agency Relationship.** Tenant and Landlord acknowledge that, if they are not represented by a Broker, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party.
2. **Listing Broker.** Broker working with the Landlord is identified on the signature page as the "Listing Broker"; and said Broker is ☐ OR is not ☐ representing Landlord;
3. **Leasing Broker.** Broker working with Tenant (including in transactions where Broker is representing Landlord) is identified on the signature page as "Leasing Broker" and said Broker is ☐ OR is not ☐ representing Tenant; and
4. **Dual Agency or Designated Agency.** If Tenant and Landlord are both being represented by the same Broker, a relationship of either designated agency ☐ OR dual agency ☐ shall exist.

**a. Dual Agency Disclosure.** *[Applicable only if dual agency has been selected above]*

Tenant and Landlord are aware that Broker is acting as a dual agent in this transaction and consent to the same. Tenant and Landlord have been advised that:

- (1) in serving as a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
- (2) Broker will disclose all adverse, material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from each client which is not otherwise required to be disclosed by law;
- (3) Tenant and Landlord do not have to consent to dual agency and, the consent of Tenant and Landlord to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements;
- (4) Notwithstanding any provision to the contrary contained herein, Tenant and Landlord each hereby direct Broker, while acting as a dual agent, to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.

**b. Designated Agency Assignment:** *[Applicable only if the designated agency has been selected above.]*

Broker has assigned N/A to work exclusively with Tenant as Tenants designated agent and N/A to work exclusively with Owner/Landlord as Owner/Landlord's designated agent. Each designated agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent in this transaction the client assigned to the other designated agent.

**B. Material Relationship Disclosure:** The Broker and/or affiliated licensees have no material relationship with either client except as follows: \_\_\_\_\_ (A material relationship means one actually

known of a personal, familial or business nature between the Broker and/or affiliated licensees and a client which would impair their ability to exercise fair judgment relative to another client.)

**C. Brokerage:** The Brokers listed below have performed a valuable service in this transaction and are made parties hereunder to enforce their commission rights. Payment of commission to a Broker shall not create an agency or subagency relationship between Leasing Broker and either Landlord or Landlord's Broker. Landlord agrees to pay the Broker listed below and representing Landlord to lease and/or manage Property ("Listing Broker") a commission (which commission has already been negotiated in a separate agreement) of *[Check one. The section not marked shall not be a part of this Agreement]*:

☐ \$ \_\_\_\_\_ or \_\_\_\_\_ percent (%) of the total base rent to be paid under the Lease, which shall be due and payable upon occupancy.

☐ \$ \_\_\_\_\_ or \_\_\_\_\_ percent (%) of base rents paid, which shall be due and payable upon Tenant's monthly payment of rent in the manner provided in the Rent Paragraph above.

In the event the Lease is made in cooperation with another Broker listed below as the Leasing Broker, the Listing Broker shall receive percent (%) of the total real estate commission paid hereunder and the Leasing Broker shall receive percent (%) of the total real estate commission paid hereunder. In the event Tenant and/or Landlord fail or refuse to perform any of their obligations herein, the non-performing party shall immediately pay the Listing Broker and the Leasing Broker their full commissions. The Listing Broker and Leasing Broker may jointly or independently pursue the non-performing party for that portion of the commission, which they would have otherwise received under the Lease.

### 14. Default.

**A. If Tenant defaults under any term, condition or provision of this Lease, including, but not limited to, failure to pay rent or failure to reimburse Landlord for any damages, repairs or costs when due, Landlord shall have the right to terminate this Lease by giving written notice to Tenant and accelerate all remaining payments that Tenant is required to pay under this Lease. These payments shall be due and payable fifteen (15) days after Tenant receives the aforementioned notice. Landlord and Tenant acknowledge that Landlord shall be damaged by Tenants' default, that Landlord's actual damages are hard to estimate, and that the above amount represents a reasonable pre-estimate of Landlord's damages rather than a penalty. If Landlord accelerates as provided in this subparagraph, it shall seek another tenant for Property and credit any amounts received to the Tenant, less the following:**

- (1) reimbursement for all expenses incurred as a result of Tenants' failure to perform its obligations under the Lease;
- (2) the costs of securing another tenant, including, but not limited to, advertising and brokerage commissions; and
- (3) the costs of altering, dividing, painting, repairing, and replacing Property to accommodate a new tenant.



Landlord's rights expressed herein are cumulative of any and all other rights expressed in this Lease. Tenant shall remain liable for rents from and after any action by Landlord under a proceeding against Tenant for holding over or distress warrant, whether or not Tenant retains the right to possession of Property.

- B. If Tenant abandons Property or violates any of the Rules and Regulations set forth herein, or otherwise fails to abide by and perform any of the obligations, terms, conditions or provisions of this Lease, each and any such breach shall constitute a default under this Lease. If any such default continues for ten (10) calendar days after Landlord delivers written notice of said default to Tenant, Landlord may, at his option, terminate this Lease by delivering written notice thereof to Tenant and pursue the remedy described herein.
- C. All rights and remedies available to Landlord by law or in this Lease shall be cumulative and concurrent Rules and Regulations.
15. **Rules and Regulations.**
- A. Tenant is prohibited from adding, changing or in any way altering locks installed on the doors of Property without prior written permission of Landlord. If all keys to Property are not returned when Tenant vacates Property, Landlord may charge a re-key charge in the amount of \$300.00.
- B. Motor vehicles with expired or missing license plates, non-operative vehicles, boats, trailers, RVs and campers are not permitted on Property. Any such vehicle may be removed by Landlord at the expense of Tenant, for storage or for public or private sale, at Landlord's option, and Tenant shall have no right or recourse against Landlord thereafter.
- C. No goods or materials of any kind or description, which are combustible or would increase fire risk shall be kept in or placed on Property except for goods and materials typically found in a general office use provided that the same are limited in quantity to that normally found in such use).
- D. No nails, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets may be placed in walls, woodwork or any part of Property.
- E. Tenant shall not place any objects or personal property on Property in a manner that is inconsistent with the load limits of Property. Tenant shall consult Landlord before placing any heavy furniture, file cabinets, or other equipment in Property.
- F. Landlord shall provide heating and air conditioning to Property between \_\_\_ a.m. and \_\_\_ p.m., Monday to Friday (excluding public holidays); between \_\_\_ a.m. and \_\_\_ p.m., Saturday; and between \_\_\_ a.m. and \_\_\_ p.m., Sunday. Tenant shall notify Landlord by 4 p.m. of the preceding day of any requests for overtime heating and air conditioning. Landlord may charge Tenant its reasonable costs of providing such overtime heating and air conditioning.
- G. Tenant shall not, without Landlord's prior written consent, use any equipment which uses electric current in excess of 110 volts, which will increase the amount of electricity ordinarily furnished for use of Property as general office space, or which require clean circuits or other distribution circuits.
- H. Landlord may establish additional reasonable Rules and Regulations concerning the maintenance, use, and operation of Property. Amendments and additions to the Rules and Regulations shall be effective upon delivery of a copy thereof to Tenant.
16. **Abandonment.** If Tenant removes or attempts to remove personal property from Property other than in the usual course of continuing occupancy, without having first paid Landlord all monies due, Property may be considered abandoned, and Landlord shall have the right, without notice, to store or dispose of any personal property left on Property by Tenant. Landlord shall also have the right to store or dispose of any of Tenant's personal property remaining on Property after the termination of this Lease. Any such personal property shall become Landlord's personal property.
17. **Estoppel Certificate.** Tenant shall, from time to time, upon Landlord's request execute, acknowledge, and deliver to Landlord, within ten days of such request, a certificate certifying: (a) that this Lease is unmodified and in full force and effect (or if there has been modification thereof, that the same is in full force and effect as modified and stating the nature thereof); (b) that to the best of its knowledge there are no uncured defects on the part of the Landlord for if any such defaults exist, a specific description thereof; (c) the date to which any rents or other charges have been paid in advance; and (d) any other reasonable matters requested by Landlord. Landlord and any prospective purchaser or transferee of Landlord's interest hereunder or any then existing or prospective mortgagee or grantee of any deed to secure debt may rely on such certificates.
18. **Property Loss.** Storage of personal property by Tenant shall be at Tenant's risk and Landlord shall not be responsible for any loss or damage. Tenant shall be responsible to insure Tenant's personal property against loss or damage. Landlord shall not be responsible for any damage to Tenant's property, unless such damage is caused by Landlord's gross negligence or willful misconduct.
19. **Destruction of Property:**
- A. If earthquake, fire, storm, or other casualty shall totally destroy (or so substantially damage as to be untenable) Property, rent shall abate from the date of such destruction. Landlord shall have sixty (60) days to commence the restoration of Property to a tenable condition. If in Landlord's sole discretion restoration cannot be completed within 180 days following such destruction, Landlord may, by written notice furnished to Tenant within thirty (30) days of such destruction, terminate this Lease, whereupon rent and all other obligations hereunder shall be adjusted between the parties as of date of such destruction. In the event the Landlord elects to complete such restoration, but fails to do so within 180 days following such destruction, this Lease may be terminated as of the date of such destruction upon written notice from either party to the other given not more than ten (10) days following expiration of said 180 day period. If such notice is not given, then this Lease shall remain in force and rent shall commence upon delivery of Property to Tenant in a tenable condition.
- B. If Property is damaged but not rendered wholly untenable by earthquake, fire, storm, or other casualty, rent shall abate in such proportion as Property have been damaged and Landlord shall restore Property as reasonably quickly as practicable whereupon full rent shall commence.
- C. Rent shall not abate nor shall Tenant be entitled to terminate this Lease if the damage or destruction of Property, whether



- total or partial, is the result of the negligence of Tenants, its contractors, employees, agents, invitees, guests, or licensees.
20. **Alteration and Improvements.** Tenant shall not make or allow to be made any alterations, physical additions, or improvements in or to Property without first obtaining Landlord's prior written consent. Landlord may grant or withhold such consent within its reasonable discretion and may impose reasonable conditions upon its consent. All costs of any such alteration, addition, or improvement shall be borne by Tenant, unless otherwise agreed in writing. The provisions of the Work Letter, attached hereto as an Exhibit and a part of this Lease, shall govern any alterations or improvements to be performed prior to the Commencement Date of this Lease.
21. **Insurance.** Tenant agrees that during the term of the Lease, Tenant will carry and maintain, at its sole cost, the following types of insurance, in the amounts specified and in the form hereinafter provided for *[Check all that apply. The sections not marked shall not be a part of this Agreement]*:
- ☒ **A. General Commercial Liability Insurance for reasonable equivalent thereto:** Such insurance shall cover Property and Tenant's use thereof against claims for personal injury, bodily injury or death, property damage and products liability occurring upon, in, or about Property. The limits of such policy shall be in such amounts as Landlord may from time to time reasonably require, but in any event not less than One Million Dollars (\$1,000,000.00) for each occurrence. Such insurance shall be endorsed to cover independent contractors and contractual liability. Such insurance shall extend to any liability of Tenant arising out of the indemnities provided for in this Lease.
- ☐ **B. Fire and Extended Coverage Insurance (or reasonable equivalent thereto):** Such insurance shall cover Tenants interest in its improvements to Property, and all furniture, equipment, supplies, and other property owned, leased, held or possessed by it and contained therein. Such insurance shall coverage shall be in an amount equal to not less than 50 percent (%) of full replacement costs updated from time to time during the term of the Lease. Tenant shall promptly provide Landlord written notice in the event of any damages to persons or property occurring on Property from fire, accident, or any other casualty.
- ☐ **C. Workers' Compensation Insurance (or reasonable equivalent thereto):** Such insurance shall include coverage as required by applicable law.
- ☐ **D. Contractors Insurance (or reasonable equivalent thereto):** If Tenant engages any contractor or subcontractor to construct improvements or perform any other work on Property, Tenant shall require that such contractor or subcontractor have in force commercial general liability insurance, including personal injury coverage, contractual liability coverage, completed operations coverage, property damage endorsement, and, for any work which is subcontracted, contractors' protective liability coverage, insuring against any and all liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of such work. The limits of such policy for both damage to property and bodily injury to be in such amounts as Landlord may from time to time reasonably require, but in any event not less than                      Dollars (\$                    ) for each occurrence. Any such contractor or subcontractor shall also be required to maintain workers' compensation insurance as required by applicable law. All insurance policies procured and maintained herein (other than workers' compensation insurance) shall name Landlord, Landlord's property manager(s), Landlord's brokers and Landlord's lender as additional insureds, shall be carried with insurance companies licensed to do business in the State of Georgia and having a current financial strength rating in Best's Ratings of not less than B+. Such policies shall be non-cancellable and may not be materially altered except after thirty (30) days notice to Landlord. Such insurance policies or, at Landlord's election, duly executed certificates of such policies, accompanied by proof of the premium for such insurance, shall be delivered to Landlord before the earlier of (a) the initial entry by Landlord upon Property for the installation of its equipment or improvements; or (b) the Commencement Date of the Lease. Certificates of renewal of such insurance or copies of any replacement insurance policies, accompanied by proof of payment of the premiums for such insurance, shall be delivered to Landlord at least ten (10) days before the expiration of each respective policy term. Tenant shall comply with all rules and regulations applicable to Property issued by the Board of Fire Underwriters or by anybody hereinafter constituted exercising similar functions. Tenant shall not intentionally do anything, or permit anything to be done, on or about Property that might adversely affect, contravene, or impair any policies of insurance that are in force for Property or any part thereof. Tenant shall pay all costs, damages, expenses, claims, fines, or penalties incurred by Landlord or Tenant because of Tenant's failure to comply with this Paragraph. Tenant indemnifies Landlord from all liability with reference thereto.
22. **Taxes.** Tenant shall pay any and all taxes (including assessments and license fees) assessed or imposed upon Tenants fixtures, furniture, appliances, and personal property located in Property. *[Check one. The section not marked shall not be a part of Agreement.]*
- ☐ **A. Landlord Pays All Property Taxes:** Landlord shall pay all property taxes levied against Property. Tenant shall not pay any property taxes levied against Property.
- ☐ **B. Tenant Pays Increases in Property Taxes:** In addition to other rent payments specified in this Lease, Tenant shall pay as additional rent its Percentage Share of the amount by which all property taxes on the Premises for each tax year exceed property taxes on Property for the tax year                     . On or before the first day of the term of this Lease, Landlord will provide Tenant written notice of Landlord's estimate of the additional rent payable under this subparagraph. During December of each calendar year or as soon as practicable, Landlord will give Tenant written notice of its estimate of the payments to be made for the ensuing calendar year. On the first day of each month during the term of the Lease, Tenant will pay one-twelfth of the estimated amount in the manner provided in the Bent Paragraph. If notice is not given in December, Tenant will continue to pay on the basis of the prior year's estimate until the month after the notice is given. Within ninety (90) days after the close of each calendar year or as soon as practicable thereafter, Landlord will deliver to Tenant (1) a statement of property taxes for the calendar year certified by certified public accountants designated by Landlord; and (2) a statement of the payments made or to be made for the calendar year that has been prepared on the basis of the certified statement. If on the basis of those statements, Tenant owes an amount that is less than the estimated payments for the calendar year previously made by the Tenant, Landlord will pay Tenant the amount of the overpayment within thirty (30) days after delivery of those statements. If on the basis of those statements Tenant owes an amount that is more than the estimated payments for such calendar year previously made by Tenant, Tenant will pay the deficiency to Landlord within thirty (30) days after delivery of those statements. If the Lease commences on a day other than the



first day of the calendar year or ends on a day other than the last day of a calendar year, the amounts payable under this subparagraph shall be prorated.

23. **Sale of Property to Tenant:** Landlord shall pay Leasing Broker a commission in the amount of \_\_\_\_\_ percent (%) and Listing Broker a commission in the amount of \_\_\_\_\_ percent (%) of the gross sales price at closing if Tenant acquires from Landlord title to Property or any part thereof or any property as an addition, expansion, or substitution for Property during the term of this Lease, any renewals thereof, or within one year after the expiration of this Lease. Such commission shall be payable in lieu of any further commission which otherwise Broker would have been due under this Lease. Notwithstanding the above, Owner shall immediately give notice to Broker if and when: (a) Owner enters into a contract to sell Property, or (b) Owner closes on the sale of Property to another.
24. **Condemnation.** If all or any part of Property are taken or appropriated by any public or quasi-public authority under the power of eminent domain, and if the remaining portion of Property is thereby rendered untenable or unusable for the purposes herein stated, this Lease shall terminate when the condemning authority takes possession, and any rent paid for any period beyond possession by the condemning authority shall be repaid to Tenant. Landlord shall receive the entire condemnation award without deduction therefrom for any interest of Tenant in Property, but Tenant shall have the right to make a separate claim with the condemning authority for, and to receive therefore, (a) any moving expenses incurred by Tenant as a result of such condemnation; (b) any costs incurred or paid by Tenant in connection with any alteration or improvement made by Tenant to Property; (c) the value of Tenant's personal property taken; (d) Tenant's loss of business income; and (e) any other separate claim which Tenant may be permitted to make under applicable law, provided that such other separate claims shall not reduce or adversely affect the amount of Landlord's award.
25. **Disclaimer.** Tenant and Landlord acknowledge that they have not relied upon any advice, representations or statements of Brokers and waive and shall not assert any claims against Brokers involving the same. Tenant and Landlord agree that Brokers shall not be responsible to advise Tenant on any matter including but not limited to the following: any matter which could have been revealed through a survey, title search or inspection of Property; the condition of Property, any portion thereof, or any item therein; building products and construction techniques; the necessity or cost of any repairs to Property; mold; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences of this transaction; the availability and cost of utilities or community amenities; the appraised or future value of Property; any conditions existing off Property which may affect Property; the terms, conditions and availability of financing; and the uses and zoning of Property whether permitted or proposed. Tenant acknowledges that Broker is not an expert with respect to the above matters and that, if any of these matters or any other matters are of concern, Tenant should seek independent expert advice relative thereto. Tenant acknowledges that Broker shall not be responsible to monitor or supervise any portion of any construction or repairs to Property and that such tasks clearly fall outside the scope of real estate brokerage services.
26. **Other Provisions.**
- A. **Time of Essence:** Time is of the essence of this Lease.
  - B. **No Waiver:** Any failure of Landlord to insist upon the strict and prompt performance of any covenants or conditions of this Lease or any of the rules and regulations set forth herein shall not operate as a waiver of any such violation or of Landlord's right to insist on prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by Landlord for any such violation. No provision, Covenant or condition of this Lease may be waived by Landlord unless such waiver is in writing and signed by Landlord.
  - C. **Definitions.** "Landlord" as used in this Lease shall include its representatives, heirs, agents, assigns, and successors in title to Property. Broker shall be considered the authorized agent of Landlord except to the extent specifically provided for herein. The terms "Landlord" and "Tenant" shall include singular and plural, and corporations, partnerships, companies or individuals, as may fit the particular circumstances. The term "Binding Agreement Date" shall mean the date that this Lease has been signed by the Tenant and Landlord and a fully signed and executed copy thereof has been returned to the party making the offer to lease. "Property taxes" means any form of real or personal property taxes, assessments, special assessments, fees, charges, levies, penalties, service payments in lieu of taxes, excises, assessments, and charges for transit, housing, or any other purposes, impositions or taxes of every kind and nature whatsoever, assessed or levied by any authority having the power to tax against Property or any legal or equitable interest of Landlord in Property, whether imposed now or in the future, excepting only taxes measured by the net income of Landlord from all sources.
  - D. **Entire Agreement:** This Lease and any attached addenda constitute the entire Agreement between the parties and no oral statement or amendment not reduced to writing and signed by both parties shall be binding.
  - E. **Attorney's Fees and Costs of Collection:** Whenever any sums due hereunder are collected by law, or by attorney at law to prosecute such an action, then both parties agree that the prevailing party will be entitled to reasonable attorney's fees, plus all costs of collection.
  - F. **Indemnification:** Tenant agrees to indemnify and hold harmless Landlord and Broker against any and all injuries, damages, losses, suits and claims against Landlord and/or Broker arising out of or related to: (1) Tenant's failure to fulfill any condition of this Lease; (2) any damage or injury happening in onto Property or to any improvements thereon as a result of the acts or omissions of Tenant or Tenant's family members, invitees or licensees; (3) Tenant's failure to comply with any requirements imposed by any governmental authority; (4) any judgment, lien or other encumbrance filed against Property as a result of Tenant's actions and any damage or injury happening in or about Property to Tenant or Tenant's family members, invitees or licensees (except if such damage or injury is caused by the intentional wrongful acts of Landlord or Broker) and Tenant covenants not to sue Landlord or Broker with respect to any of these matters. For the purpose of this paragraph, the term "Broker" shall include Broker and Brokers affiliated licensees and employees.
  - G. **No Partnership:** Tenant by execution of this Lease is not a partner of Landlord in the conduct of its business or otherwise, or joint venturer, or a member of any joint enterprise with Landlord.
  - H. **No Recordation:** Tenant shall not record this Lease nor any short form memorandum thereof without Landlord's prior written



consent.

**I. Notices:**

1. **All Notices Must Be In Writing.** All notices, including, but not limited to, offers, counteroffers, acceptances, amendments, notices to terminate and demands, required or permitted hereunder shall be in writing, signed by the party giving the notice and delivered either: (a) in person; (b) by an overnight delivery service, prepaid (c) by facsimile transmission (FAX); or (d) by the United States Postal Service, postage prepaid, registered or certified return receipt requested.  
☐ (Check here if Broker can accept notice for Landlord. If this box is not checked the paragraph below shall not be a part of this Lease.)
  2. **When Notice to Broker is Notice to Client.** Except in transactions where Broker is practicing designated agency, notice to Broker shall for all purposes be deemed to be notice to the party being represented by Broker as a client. In transactions where Broker is practicing designated agency, notice to the designated agent shall be deemed to be notice to the party being represented by the designated agent. All FAX notices to Listing Broker or Leasing Broker shall be sent to their respective FAX numbers identified on the signature page of this Lease. FAX notices to the designated agent for Tenant shall be sent to the FAX number of Leasing Broker. FAX notices to the designated agent for Landlord shall be sent to the FAX number of Listing Broker. Notice to Broker shall not be deemed to be Notice to any party who is only a customer of Broker.
  3. **Where Notices Should be Sent.** All FAX notices to Tenant or Landlord shall be sent to the following facsimile numbers:  
 Unrepresented Tenant: \_\_\_\_\_, Unrepresented Landlord: \_\_\_\_\_  
 Notices other than by FAX shall be sent to Tenant at the address of Property and to Landlord at the address set forth below or such other address as may be specified by Landlord in a notice to Tenant: \_\_\_\_\_
  4. **Miscellaneous.** Except as may be provided below, notices shall be deemed to be given as of the date and time they are received. The notice requirements referenced herein shall be strictly construed. Notice sent by FAX shall be deemed to be given and received as of the date and time it is transmitted provided that the sending FAX produces a written confirmation showing the correct date and time of the transmission and the telephone number reference herein to which the notice should have been sent. Any notice sent by FAX shall be sent to such other Fax number as the receiving party may from time to time specify by notice to the party sending the FAX. Any party sending notice by FAX shall send an original copy of the notice if so requested by the other party. A faxed signature of a party shall constitute an original signature binding upon the party.
  - J. **Governing law.** This Agreement may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws of the State of Georgia.
27. **Exhibits.** All exhibits attached hereto, listed below or referenced herein are made a part of this Lease, if any such exhibit conflicts with any preceding paragraph, said exhibit shall control:

**SPECIAL STIPULATIONS:**

Additional Special Stipulations are ☐ or are ☐ not attached.



IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and year first written above.

*Joe Lee Kim* 07/31/2020  
 Tenant's Signature Date

DAE WOO PLUMBING, LLC  
 Print or Type Name

*Joe Lee Kim* 07/31/2020  
 Tenant's Signature Date

SOOKHEE KIM  
 Print or Type Name

Tenant's E-Mail Address

Tenant's E-Mail Address

Leasing Broker

MLS Office Code Brokerage Firm License Number

Broker's Phone# & FAX#

By  
 Broker or Broker's Affiliated Licensee

Print or Type Name

Broker's or Broker's Affiliated Licensee E-Mail Address

Leasing Agent's Georgia Real Estate License Number

Multiple Listing Number

Member of: of REALTORS®

*Paula* 07/31/2020  
 Landlord's Signature Date

NSEW GA, INC  
 Print or Type Name

Landlord's Signature Date

Print or Type Name

Landlord's E-Mail Address

Landlord's E-Mail Address

Listing Broker

MLS Office Code Brokerage Firm License Number

Broker's Phone# & FAX#

By  
 Broker or Broker's Affiliated Licensee

Print or Type Name

Broker's or Broker's Affiliated Licensee E-Mail Address

Leasing Agent's Georgia Real Estate License Number

Member of: of REALTORS®



# EXHIBIT C



August 21/2022

Dear Honorable Judge Ross;

My name is Eun Beom Kim, and I am the head pastor of Love Global Vision Church, which Ms. Sook Hee Kim has been attending for ten years. First, as a pastor that teaches holiness and integrity, it is with a heavy heart that I write this plea to you on behalf of my congregant.

In the last ten years, Sister Sook Hee has been an ordinary yet faithful member of our church. She actively participated in our Sunday services and weekly small group meetings, and she has been a sister that did not hesitate to help out those in need, especially the homeless and those with disabilities. She has much love in her heart for other souls, and has gone with me to India and Korea for missions as well. She worked at one workplace and filed her taxes accurately and faithfully for nine years.

She has especially lived as an exemplary mother for her daughter Olivia, who was a gift to this family after seven long years. However, during the pandemic, Sister Sook Hee's sudden worries for her finances while building her own business has tempted her to rashly commit this sin.

Currently, Sister Sook Hee has been having a time of clear repentance and remorse. Even though our church is very far from her home, she would come out often to the church to pray with a repentant heart in the early mornings, and would also pray with much remorse until late at night after our Friday services.

Recently, through our regular counseling sessions, I have seen her repentant and remorseful heart and her conviction to live a holy life going forward.

Honorable Judge, I see many people suffer through mental breakdown and families being broken through this pandemic. My heart breaks to see the pitiful eyes of her four-year-old daughter who would live without her mother due to Sister Sook Hee's sentence. I humbly ask for a plea on Sister Sook Hee's sentence, so she is able to be with her daughter and family.

Blessings and peace

Rev. Eunbeom Kim

Jongsuk Kim  
101-307 Samsung Apt.  
Geumjang 5-gil, Hyeongok-myeon  
Gyeongju-si, Gyeongsangbuk-do  
Republic of Korea

August 12, 2022

The Honorable Judge Eleanor L. Ross  
United States District Court for the Northern District of Georgia  
c/o John Kim Attorney at Law  
3327 Duluth Highway 120, Suite 203, Duluth, GA 30096

Dear Judge Ross

My name is Jongsuk Kim. I am 74 years old and I am the father of Sookhee Kim.

I served the public as a civil servant in Korea for over 30 years. After retiring, I am currently studying traditional Korean ceremonies and live with my wife.

Then, I heard about the wrong behavior of my eldest daughter, Sookhee. She has been a good daughter who has never caused me any concern since she was little. And I believe that this situation was caused due to my fault as her parent above all else. As such, I am writing this letter of apology asking for forgiveness even though I know that your busy schedule must not allow the time to read this apology.

Your honor, I know all too well that my stupid daughter, Sookhee, has committed a great and irreversible mistake. And I understand the fact that she shall bear her responsibility for the mistake she made and the result and that she shall pay the debt over the course of her entire life.

Still, I respectfully and earnestly ask you to punish me for the wrongdoing because my fault is also dire for being a poor parent, teaching my child in a wrong way, and please allow my daughter to stay with my only granddaughter Olivia and fulfill her role as a parent.

Since she was little, my daughter Sookhee had always been a kind-hearted child, being considerate of others and praying for those around her. Sometimes, she was too kind to the extent of being even stupid. But to my kind daughter as such, I often taught her strictly and harshly, thinking that she should set an example for her siblings as the eldest daughter. Through such a process, I believed that Sookhee would build a strong sense of responsibility and her consideration for others would set an example for her younger siblings, which allowed the younger ones to grow up as upright persons.

But now, reflecting on myself as a parent, I regret all of my actions and my heart aches due to the doubt that maybe I had been a bad influence on her.

When she was under my wings, she always said that everything was alright with her. She was such a courageous child. But as I hear that she is crying every day due to this incident, my heart is in severe pain and deep dejection as there is nothing that I can do for her as a parent. My wife is in poor health and is neither eating nor drinking, crying every day and praying. And the whole family in Korea is suffering from worries about Sookhee, who is going through this difficult time alone.

I feel ashamed that writing this letter to your honor is the only thing I can do in Korea for my daughter. And I am writing this letter out of desperation stemming from my lack of ability to help my daughter in the US from Korea.

Sookhee is very well aware of her wrongdoings. Not only does she understand the wrongs she did by heart, but also she intelligently understands her sins, admits the mistakes she made, and repents with candid acknowledgment. My wife and I also realize how this crisis can uproot my family and reflect on our failure as parents. This is our great sin that we must bear responsibility for. Although we know that this is too late to regret and rectify the situation if you allow us the opportunity to take the responsibility and make our utmost efforts to rectify the situation albeit belatedly, I will guide my child on the right path with the greatest sense of responsibility as a parent.

If my granddaughter Olivia, who is four-years-old, must live apart from her mother, my daughter Sookhee would have to go through the same searing pain that I am feeling in my heart as the only thing I can do for her is pray from afar. Please, I respectfully ask you to show my daughter some leniency so that my daughter can move beyond the errors she made and return to her family.

Your Honor, this is the only remaining wish my wife and I have before we die.

The wish is that, just as my daughter Sookhee had always been the rock for her parents and siblings, she can be there for her family, keeping her commitments as a wife and a mother, and supporting those around her. I will receive all punishments there are for her wrongdoings without any hesitation and remorse. Please, Your Honor, I plead to you to show my daughter some leniency in your judgment and allow my daughter Sookhee to stay with her family.

Sincerely,

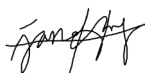


Jongsuk Kim

---

The above letter is translated by Jane Hong, a bilingual attorney in Korean and English. I, Jane Hong, affirm that the above translation is translated by me, and that, to my best knowledge, ability and belief, the translated text truly reflects the content and meaning of the original text.

Date: August 19, 2022

  
Jane Hong, Esq.

Jongsuk Kim  
101-307 Samsung Apt.  
Geumjang 5-gil, Hyeongok-myeon  
Gyeongju-si, Gyeongsangbuk-do  
Republic of Korea

August 12, 2022

The Honorable Judge Eleanor L. Ross  
United States District Court for the Northern District of Georgia  
c/o John Kim Attorney at Law  
3327 Duluth Highway 120, Suite 203, Duluth, GA 30096

존경하는 판사님,

저는 김숙희 아버지인 74 세 김종석이라고 합니다.

한국에서 30 여년 공무원 생활을 하였고 현재는 정년퇴임 후 한국의 전통 제례진행에 대한 공부를 하며 아내와 함께 살고 있습니다.

얼마 전 저의 장녀인 숙희의 그릇된 행동에 대해 듣게 되었습니다. 숙희는 어려서부터 저에게 걱정 한번 끼친 적이 없었던 착한딸이었는데, 이런 상황이 생기게 된 데는 무엇보다도 부모인 저의 잘못 또한 크다는 생각에 염치 불고하고 판사님께 사죄의 편지를 드립니다.

판사님, 바보같은 저의 딸아이 숙희가 되돌릴 수 없는 큰 잘못을 저질렀다는 것을 너무도 잘 압니다. 그리고 그 일에 대해 책임을 져야하며, 평생에 걸쳐 빛 또한 갚아야 한다는 사실도 알고 있습니다.

그렇지만 부족한 부모로써 잘못 가르친 저의 잘못 또한 작지 않으니 제발 그 벌을 저에게 주시고 제 딸은 저의 하나뿐인 손녀 올리비아 곁에 머물면서 부모의 역할을 다 할 수 있도록 한 번만 선처해 주시기를 간곡히 부탁드립니다.

저의 딸 숙희는 어려서부터 항상 남을 배려하며 언제나 주변을 위해 기도하는 그런 심성이 고운 아이였고, 어떤 때는 착하다 못해 바보 같은 그런 아이였습니다. 하지만 저는 그런 착한 숙희가 장녀로써 모범이 되어야 한다는 이유로 때로는 엄하고 모질게 가르친 적이 많았습니다. 그런 과정을 통해서 숙희의 책임감 강하고 남을 배려하는 모습이 동생들에게 모범이 되었고, 그 덕에 동생들도 바르게 잘 자라주었다고 저는 믿었습니다.

하지만 이제 와 돌이켜 생각해보니 혹시 그런 저의 모습이 제 딸에게 좋지 않은 영향을 준 것은 아닌지 저의 모든 행동들이 후회되고 가슴이 아픕니다.

키우는 동안 자기 일은 언제나 당차게 괜찮다고만 하던 그런 씩씩한 아이였는데 이번 일로 매일 울고 있다는 소식을 들으니 부모로서 해줄 수 있는 것이 없어 너무나 답답한 심정입니다. 몸이 약한 저의 아내는 이 일로 인해 식음을 전폐하며 매일 울며 기도하고 있으며, 한국에 있는 온 가족들은 혼자 이 힘든 시간을 보내고 있을 딸의 걱정에도 고통가운데 있습니다.

판사님께 편지를 쓰는 것만이 제가 한국에서 딸을 위해 할 수 있는 유일한 일이기에 부끄럽지만 이렇게 저의 딸의 선처를 구하는 편지를 쓰게 되었습니다. 숙희는 무엇을 잘못하였는지 스스로 잘 알고 있으며, 자신의 죄를 지성적으로 알고 솔직하게 인정하는 태도로 회개하고 있습니다.

저희부부 또한 이번 일이 저희가족에게 엄청난 위기라는 것을 깨닫고, 자식을 제대로 돌보지 못한 것 또한 큰 죄로 여겨 반성하고 있습니다. 이제 와 후회하여도 돌이킬 수 없는 상황이라는 것을 잘 알지만 늦더라도 상황을 바로잡고자 책임지고 노력할 수 있는 기회를 주신다면, 부모로서 저 또한 막중한 책임감을 가지고 자식을 바른길로 인도하겠습니다.

만약 겨우 4 살인 제 어린 손녀 올리비아가 엄마와 떨어져 살아야하는 상황이 온다면, 멀리서 기도밖에 할 수 없는 답답한 지금의 제 심정을 제 딸 숙희가 똑같이 겪어야 할 것입니다. 제발 선처해 주시어 그런 상황만을 피할 수 있도록 도와주십시오.

판사님! 저희 부부의 죽기 전 바람은 오직 하나뿐입니다.

저의 딸 숙희가 어린 시절 부모와 형제에게 늘 버팀목이 되어주었듯이 이제는 한 가정의 부인으로서 아이의 엄마로서 자리를 지키며 모두에게 든든한 역할을 하며 살아가는 그것입니다. 모든 벌은 제가 달게 받겠습니다. 저의 딸 숙희만큼은 제발 선처해 주시어 가족 곁에 머물 수 있도록 부탁드립니다.

진심으로,

김종석

Edward & Margaret Jarosz  
152 Extonville Road  
Hamilton New Jersey 08620

August 10, 2022

To: Presiding Honorable Judge

Dear Judge Ross

My name is Edward Jarosz 75 years old and my wife, Margaret Jarosz, is 64 years old. We are the in-laws of Sook-Hee Kim and she is the mother of our grandchild Olivia. We have known her since she was dating our son Krystian Kwasniak and always had a very good impression of her character and predisposition. She is a good family member, mother, and wife. Whenever there was a conflict within the family, she came forward and acted as a mediator. Sook-Hee somehow managed to bring my son Krys to a family event where he was always absent, and finally, the whole family could spend Thanksgiving and Christmas together. She always listened to us, sympathized with our difficulties, and she was always concerned about the health of me and my wife and prayed for us. When we both got Covid, I was hospitalized, put on a ventilator for weeks, and we suffered in a fear of death, she often visited us to support us with food and comforted us. Now, we can't imagine Sook-Hee is not with us at the family gatherings she has always been with. Her absence will be more than emptiness for my family.

She is also a faithful Christian. She attends church weekly and always brings out grandchild along. We always had a good opinion of her parenting abilities and knew her to be a delightful person. Seeing our granddaughter Olivia is such a great joy for us. The pain that our grandchild will go through in the absence of her mother is a great sorrow for us as well. We were deeply shocked by the charges she was presented with, and she has since explained to us her involvement in her. We state openly that we have heard from Sook-Hee that she admits to her guilt and is fully ready for whatever punishment is laid upon her. The amount is not anyone would take lightly but if she is allowed to have probation so she can continue to work at her current job, we strongly believe whatever debts she owes to the taxpayer she will pay back fully.

Also, it is obvious that Sook-Hee will receive an order of deportation by pleading guilty. If she is imprisoned, then she will not have time to prepare for a deportation order and is at risk of losing even the possibility of getting a waiver. Imprisoning would make that repayment much harder and would greatly affect her child who would be raised by a single parent. Please have pity on her. For a single mistake, the daughter-in-law, Sook-Hee, must be punished twice. We all know she is not the type of person who would ever intentionally hurt anyone, especially her adopted homeland. We all make mistakes in life, learn from our mistakes, swear not to repeat our mistakes. Sook-Hee is undoubtedly a person who can learn from her mistake, grow from it, and live a better life without breaking the law in the future. She's naive in some ways, but she's a clever person and she would never again make the same mistake that put her in this predicament.

We hope that The Honorable Judge will take their facts into consideration when ruling on this case. In our opinion she has already been punished enough. She had her home raided by an armed FBI team in full sight of her neighbors, with her child present they searched entire property causing trauma to her family and young child. She shed many tears and had many sleepless nights worrying about the outcome of her case. We understand that what she did was wrong. But I would like to ask for forgiveness for her. Her family needs her, and this matter and the judicial proceeding have already punished her very much. Please show your mercy on her to her stay with her husband and her daughter.

Thank you very much for your consideration.

Sincerely,

Edward Jarosz

A handwritten signature in cursive script, appearing to read "Eddie Jarosz", with a long horizontal flourish extending to the right.

Margaret Jarosz

A handwritten signature in cursive script, appearing to read "Margaret Jarosz", with a long horizontal flourish extending to the right.



Hyunmi Kim  
37 Hwangseong-ro, 3rd Floor  
Gyeongju-si, Gyeongsangbuk-do  
Republic of Korea

August 12, 2022

The Honorable Judge Eleanor L. Ross  
United States District Court for the Northern District of Georgia  
c/o John Kim Attorney at Law  
3327 Duluth Highway 120, Suite 203, Duluth, GA 30096

Your Honor, I am the younger sister of Defendant Sookhee Kim. My name is Hyunmi Kim, and I am 38 years old teacher who is running a mathematics academy in Korea and teaches children's mathematics.

Above all, I sincerely and deeply apologize to you and beg your forgiveness as her family since my older sister erred as such and is going to be tried as a defendant in this case. And I would like to express my sincere gratitude to you for reading this letter out of your busy schedule.

In fact, I failed to fully comprehend the situation at first when I heard about this case from my sister a few weeks ago. I have always considered her to be even a foolish sister as she always had to obey minute traffic laws and was incapable of saying anything unpleasant to others. As such, as I thought about how she made this error in this case and came to owe such a large debt, I felt frustrated and regretful and even blamed her for her fault. Nonetheless, at least to my best knowledge, my sister is a person who spends even a small amount of money with purpose and not in vain. And I know that she is a person who will never own anyone. As such, regretfully, I hereby submit this letter respectfully asking your court to show some lenience for my sister.

My sister has always been the rock that holds our family together as the eldest daughter. And she is a person with a great sense of responsibility to the extent that she has always taken care of family affairs of all kinds, always being concerned not only about the livelihood of her elderly parents, but also the daily lives and well-being of her younger siblings. Even after this case occurred, my sister has been blaming herself all along, worrying about our family who must be suffering due to her situation and due to the feelings of guilt and regret for causing harm to others.

Although we are on different ends of the earth, my sister has always talked with me via messenger, giving me only positive and bright energy. Thus, when we heard about the error she made, the shock our family felt was indescribable. While asking myself, "How did my role model, my older sister, who had always been bright and courageous, find herself in this situation? Did I also play the role of putting more burden on her shoulder?", I cannot stop crying myself from shedding the tears of regret and reflection.

It is truly heartbreaking and heart-shattering as her younger sister because I know that this incident was caused by the heavy burden of responsibility she endured while always trying to find extra

sources of income while living in the US. She has always been the kind of person who was satisfied with and grateful for the very little things for herself while giving so much to others whenever she sees someone in need.

But my sister, who has been like that, committed the error of hurting others by making a foolish decision in an instant. What she did was an act that should never have been done. And my family knows all too well that today's regret cannot make the err undone. But your honor, please take a lenient view that she was too ignorant and made a rash choice at that time from a foolish judgment. I respectfully plead to you to please take a lenient stance on your judgment so that she could avoid being arrested.

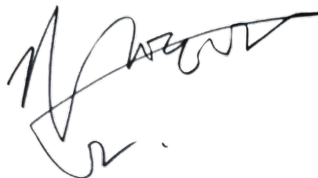
Please scold her for her errors, but I beg for your kindness to allow her the opportunity to take responsibility and pay back by reminding her of the value of hard-earned money. It is the only wish our family wants. My sister is a person who will spend her entire life repaying what she owes and beyond. If there comes a situation where my sister is unable to repay the damages, my family will help her to repay the entire amount even if we must sell our entire property.

Based on such a process, please help my only niece, the young daughter of my sister, to learn the lesson that if one errs, it is not the end but the start and that there can be a new hope if one takes responsibility for one's wrongdoings and work hard until the end.

Your Honor,

I, the petitioner and a sister of defendant Sookhee Kim, believe that my family is also at great fault for my sister being put on trial for this case. Please blame all of our family and my sister's foolishness and show your mercy to my dear sister just this once. I will always make sure and watch over my sister so that she will never commit such an error again in the future and lead her in a positive direction. As such, I respectfully ask for your leniency in rendering your judgment for my sister by looking at the 'defendant's sincere regret for her wrongdoings.

Sincerely,

A handwritten signature in black ink, appearing to read 'Hyunmi Kim', with a stylized flourish at the end.

Hyunmi Kim

---

The above letter is translated by Jane Hong, a bilingual attorney in Korean and English. I, Jane Hong, affirm that the above translation is translated by me, and that, to my best knowledge, ability and belief, the translated text truly reflects the content and meaning of the original text.

A handwritten signature in black ink, appearing to read 'Jane Hong', with a stylized flourish at the end.

Date: August 19, 2022

Jane Hong, Esq.

Hyunmi Kim  
37 Hwangseong-ro, 3rd Floor  
Gyeongju-si, Gyeongsangbuk-do  
Republic of Korea

August 12, 2022

The Honorable Judge Eleanor L. Ross  
United States District Court for the Northern District of Georgia  
c/o John Kim Attorney at Law  
3327 Duluth Highway 120, Suite 203, Duluth, GA 30096

존경하는 재판장님 저는 피고인 숙희의 자매이며 현재 한국에서 수학학원을 운영하면서 동시에 아이들의 수학을 가르치고 있는 38 세 김현미라고 합니다.

우선 저의 친언니가 이러한 사건의 피의자가 되어 재판받게 됨을 가족으로써 저 역시 머리 숙여 깊은 사죄드리며, 소중한 시간 내어 읽어주심에 감사드립니다.

사실 저는 몇 주 전 언니에게 이 사건에 대해 전해 들었을 때 처음에는 상황을 온전히 이해하지 못했습니다. 평소 작은 교통법규도 반드시 지켜야만 하고 남에게 싫은 소리 한번 못하는 바보 같은 언니인데, 어쩌다 이런 잘못을 하고, 그럼에도 왜 이렇게 큰 빚만을 지게 되었을까 하는 답답하고 안타까운 마음에 책망도 많이 하였습니다. 하지만 적어도 제가 아는 한 언니는 작은 돈도 허투루 쓰는 사람이 아니며, 남에게 절대 빚지지 않을 사람임을 알기에 송구하게도 저희 언니의 선처를 구하는 탄원서를 제출합니다.

저의 언니는 어려서부터 장녀로써 집안의 기둥 역할을 해왔고, 연로하신 부모님의 생계는 물론 항상 동생들의 생활과 안위를 걱정하면서 집안 대소사를 도맡아 했던 그런 책임감 강한 사람입니다. 이번 사건이 생기고 난 이후에도 언니는 자신의 상황으로 인해 힘들어할 가족에 대한 걱정과, 타인에게 피해를 입혔다는 사실에 대한 죄책감과 후회로 스스로를 자책하는 말만을 되풀이하고 있습니다.

힘든 상황에도 항상 메신저로 자주 연락하며 긍정적이고 밝은 에너지만을 주던 언니였기에 저희 가족의 충격 또한 이루 말로 표현하기 힘든 상황입니다. 언제나 밝고 씩씩하게 굶은일을 도맡아하던 저의 롤모델인 언니가 어쩌다 이런 상황까지 오게 되었을까? 그 어깨를 무겁게 짓누른 역할을 나도 하지는 않았을까? 라는 생각을 하며 저 역시 반성의 눈물이 시도 때도 없이 흐릅니다.

언니가 미국에 살면서 부수입을 위해 항상 추가적인 일을 찾고자 시도했던 것을 잘 알기에 이번 일이 무거운 책임감이 불러온 일이라는 생각에 동생으로써 너무나 가슴 아프고 안타깝습니다. 언니는 자신을 위한 것은 아주 작은 것에 만족하며 감사해하면서도, 어려운 사람을 보면 그냥 지나치지 못해 본인의 지갑을 모두 털어주었던 적이 한두 번이 아닌 그런 사람이었습니다.

그런 언니가 한순간의 어리석은 판단으로 인해 타인에게 피해를 입히는 잘못된 행동을 하였습니다. 그것은 절대로 해서는 안 되는 행동이었고 이제와서 후회하여도 돌이킬 수 없다는 것을 저희 가족은 너무나 잘 알고 있습니다. 하지만 너무나 무지하였고 단순한 판단에서 나온 경솔한 선택이었음을 폭넓게 봐주시어 제발 구속만은 피할 수 있도록 한 번만 선처 부탁드립니다.

잘못은 질책해 주시되, 땀 흘려 일한 돈의 가치를 다시 한번 깨우쳐 주셔서 본인이 책임지고 갚아나갈 수 있는 기회를 주시기를 간곡히 부탁드립니다. 제가 아는 저의 언니는 평생에 걸쳐서라도 충분히 그렇게 하고도 남을 사람임을 잘 알기에, 저 포함 저의 가족들이 원하는 것 또한 오직 그것 뿐입니다. 만약에 언니가 피해금액을 갚지 못할 상황이 온다면, 저희 가족은 전 재산을 정리해서라도 피해금액을 갚을 수 있도록 도울 것입니다.

그런 과정을 통해 저의 하나뿐인 조카, 언니의 어린 딸에게도 잘못을 저지르게 되면 그것으로 끝이 아니라 책임지고 노력하면 새로운 희망이 있다는 것을 가르칠 수 있게 도와주십시오.

존경하는 재판장님,

피고인 김숙희 친자매관계인 탄원인 본인은 저의 언니가 이런 일로 재판을 받게 된 것은 가족으로써 제대로 살피지 못한 저희 가족의 불찰도 크다고 생각합니다. 저희 가족 모두의 안일함과 언니의 어리석음을 탓해주시고 사랑하는 저의 언니에게는 한 번만 선처를 해주신다면, 앞으로 언니가 다시는 이런 잘못을 저지르지 않도록 지켜보며 선한 길로 선도하겠사오니 부디 피고인의 반성하는 태도를 진심으로 바라봐주시어 선처를 부탁드립니다.

진심으로,

김현미

Younggyu Kim  
112-1305 Hyupseong Heupore Apt, Yonggang dong  
Gyeongju-si, Gyeongbuk, Republic of Korea

July 30<sup>th</sup>, 2022

Dear Honorable Judge Ross

I am Younggyu Kim, 42 years old, younger brother of defendant Sook-hee Kim and currently working for a car seat manufacturer in Korea. A few days ago, when I got a call from my sister and talk about her difficult story, we cried a lot together. I am so worried about my sister, who is struggling alone, and I cannot sleep at night because there is nothing I can do on the other side of the world. Since childhood, my parents have taught us not to covet other people's things, even if we were poor. I can't believe my sister, influenced by our parents, would make such a big mistake. She was my mentor and role model, and I really don't understand how she could have trusted those promises that even I can see the absurd. My family never imagined that this would happen.

Sook-hee always encouraged and helped me when I was having a hard time and lonely. If my sister hadn't guided me during my hard time studying abroad, it would have been hard for me to endure in the United States for two years. When I was studying in the United States, I experienced how hard life in the United States as a foreigner can be, and I know that my sister had a very difficult life in the United States, but she never showed any signs of hardship. She reassured our parents who missed her from far away by sending pictures of her family and my niece, Olivia, always asking about the family's well-being, and taking care of us. It was a big pleasure for my family and parents to see her live happily but now this misfortune she faced has become our family's misfortunes. My parents can't do anything other than cry at home every day. Sook-hee is also crying over and over and repeating sorry and blames herself for causing pain to the family.

Your Honor, I heard that if my sister were to be punished for this, she would soon lead to deportation, and could no longer be with her family. I sincerely ask you to give my sister, who has lived diligently and hard working in the U.S, the land of opportunity, for 20 years, just one chance. Above all, my sister is really reflecting on herself a lot. My big sister I know is someone who will never harm or owe others and will definitely take responsibility. I ask for your mercy so that my sister can pay off debts and protect her family and young nephew in the United States, not Korea. Thank you for reading this letter.

Sincerely,

A handwritten signature in black ink, appearing to be 'Younggyu Kim', with a long horizontal line extending to the left.

Younggyu Kim

Hyoungkook Kim  
360 S Van Brunt St.  
Englewood, NJ, 07631  
August 4<sup>th</sup> 2022

Re; Sook Hee Kim

Dear Your Honorable Judge Ross

It was 8 years ago when I started working with Ms. Kim in this office. I have been her supervisor since then. Managing her performance at work and understanding her character very well for work purpose is the parts of my job. I am very sure that Ms.Kim has a great responsibility of her work in office based on my experience over years. Ms.Kim is the first associate coming to the office every morning and preparing her work in advance all the time. I am very happy to work with her. She was a calm and gentle person who had a positive mind and cared for and encouraged her colleagues. When the company was in difficulty due to the pandemic, she also had to take care of her child at home and could not come to the company, but she kept her place and fulfilled her responsibilities and those of other vacating employees. I also believe that she is a good mother of her child, Olivia, and good wife at home.

I was very shocked when she explained her misconduct and situation regarding this case. I was told that she made big mistake and regret it every minutes. My heart was broken after she finished her story.

However, I never doubt that she would take her responsibility for what she did like she has in the office at the same time. I believe 8 years is enough time to understand her good personality.

It is my sincere hope that the court considers this letter as reference to give her the second chance. Despite this case, I still believe that Ms.Kim is a faithful Christian, a good mother and a good associate who I want to work with as long as she and I can. She is a great asset to run this office very well.

Sincerely,

Hyoungkook Kim

A handwritten signature in black ink, appearing to be 'Hyoungkook Kim' in a stylized, cursive script.



**Yinhua Huang**  
**2340 Linwood Ave 1C**  
**Fort Lee, NJ 07024**

August 11, 2022

Eleanor L. Ross

United States District Court for the Northern District of Georgia

To: The Honorable Judge Eleanor L. Ross

My name is Yinhua Huang, HR Manager of Seoul Trading USA and other affiliated companies including where Ms. Kim is currently working. I have been working with Ms. Kim for over 5 years and I was really impressed by her work performance including her time and attendance performance review. I am writing this letter to show my support for my colleague Ms. Kim.

First, Ms. Kim is a hardworking and diligent person. Her one-way commute to work takes more than one and half hour drive and she has always tried to be punctual even on the rainy and snowy days. She is always the first person who volunteers to work overtime when needed and she is the kind of person who takes initiatives in the face of difficulties and hardships at work. She is very detail-oriented when it comes to product research and price calculation, and she is also good at building good relationships with the vendors and customers. I believe she has made a great contribution to the company's growth in the past and will keep make huge contribution to the company in the future.

Secondly, Ms. Kim is a person full of kindness and love. She never hesitates to share her knowledge and experience with her coworkers, and she likes to offer a helping hand when someone needs guidance and help. She is very patient when training her subordinates and new hires, and as a senior manager, she plays an important role coordinating workloads and schedules with the department head and subordinates. She is a good listener and truly is a person of sincerity.

It is heartbreaking to see a person with good behaviors and integrity like Ms. Kim making such a mistake and being sentenced. Nevertheless, my colleagues and I believe that there must have been some forces behind which lured her to do what she has done, and we will still support and believe in Ms. Kim.

I respectfully request leniency with Ms. Kim because as a loving mother of 4-year-old daughter, as a hardworking employee, and as a kindhearted friend to her coworkers, she will be an invaluable asset to her family, friends, company, and the society.

Thank you for taking the time to read this letter.

Sincerely,

  
Yinhua Huang

Hans Lee

90 Chaffee Circle

Norwood, New Jersey. 07648

(Cell): 917-670-0220

(Email): [creativeilus@gmail.com](mailto:creativeilus@gmail.com)

August 11, 2022

The Honorable Eleanor L. Ross

United States District Court for the Northern District of Georgia

c/o John Kim Attorney at Law

3327 Duluth Highway 120, Suite 203

Duluth, GA 30096

Dear Judge Ross,

My name is Hans Lee, I am 37 years old with a loving wife and four beautiful children. Our family have known Sook Hee Kim and her husband Krys for 10 years. Sook Hee and Krys was a part of our family at the birth of our two boys and when our family was going thru hardship and when our daughter was involved in a care accident. Thru prayer and moral support Sook Hee and Krys has been by our side, and we have reciprocated the support whenever Sook Hee and Krys shared their lives with us.

Our family first met Sook Hee and Krys at our church, and while Krys was reluctant to come to an all-Korean church I did my best to welcome him and translate the message for Krys. Seeing that our families were well suited, our head pastor group our families into a weekly cell group so that we can meet more often. It was at that point when our family became closer and interacted more. It was thru these gatherings and times spent that my perception of Sook Hee's character formed. Sook Hee is very family oriented and supportive of her husband. In many ways, she is a woman of prayer and very faithful. Sook Hee and Krys were barren and for the longest time, requested prayers and diligently prayed for a child. In 2017, God answered our prayers and gave Sook Hee and Krys a beautiful daughter Olivia.

As a parent of four, I understand the burden of responsibility and the worries that comes to every parent. To want what is best for our children is a God-given desire that drives every parent to do better and achieve higher standards for themselves so that we can become better providers. The promise of financial freedom as well as the liberty of spending as much time with our children is what deceived Sook Hee into abandoning common sense, not asking questions about the risk and allowing her heart and better judgment to take a back seat during her decisions to follow her dream rather than what is lawful.



After spending time with Sook Hee and hearing what had happened the previous year, my heart sank. Knowing full well that her intentions were just, but the means unlawful, wishing that the circumstances of years' prior lockdown restriction had not been in place, I am left to wonder if there was anything I could have done to sway Sook Hee from making the decisions she made and the choices she decided on. Helping her ignorance to our laws and guiding her to a better decision, I remain heartbroken and prayerful for Sook Hee's family.

In many ways, I am grateful and hopeful. That thru this tribulation, Sook Hee can grow closer with Krys and their relationship can grow deeper in prayer. Though this should have never happened, Sook Hee has taken ownership of her unlawful deeds and finding ways to atone even before the sentencing. But her deepest fears are not the sentencing to come but the punishment to follow. Sook Hee is not a citizen of the United States but a permanent status holder. Sook Hee's attorney brought this to light and Sook Hee become aware that with a criminal record, she become candidate for deportation, to be removed from her family. This has further crushed her heart.

With humility I humbly ask the Honorable Judge to remember this fact that the judgement and sentencing made on Sook Hee's sentencing will not be her only punishment. The fact that she will still be with her child and the ability to see her family is a shadow of what Sook Hee must face afterwards. I ask for your consideration that Sook Hee has no prior records and was a good role model at our church and a wonderful wife and mother to her family. I am remaining hopeful and prayerful for Sook Hee and her family.

Highest Regards,

A handwritten signature in black ink, appearing to be 'Hans Lee', with a stylized, flowing script.

Hans Lee

Young Joo Choi  
135 Clinton Place  
East Rutherford NJ 07073

8/2/2022

Re : Sook Hee Kim

Dear Honorable Judge,

My name is Young Joo Choi. I'm a housewife and serve as a senior member of the church. I've known Sook Hee for over 15 years. So, you can say we are like family. She is a kind-hearted person who will not refuse to help, when others are in need. When others faced hardships, she always helped for their sake and not for her personal gain. When she saw homeless people in New York, it always broke her heart and she could not ignore them, so she would always try to help by giving money or buy food for them. As a teacher in a charity called Love Mission for disabled children, she sponsored a child for many years, and spent time every Saturday giving hope to homeless or underprivileged children. Sook Hee is a responsible person with financially responsible. She never wastes time or money and does not spend money in vain. She has a heart for helping others.

Also, it was a pleasure for me to see her meet a good man, get married, and start a family. She has a young daughter who is the same age as my grandson. Her daughter is such a lovely and bright girl, having a similar personality to her mother. Her daughter is at the age where she needs her mother the most, and with the current situation what this child may have to face is extremely heartbreaking. I can't imagine the pain this family will suffer due to this situation which may result in Sook Hee being deported.

Honorable Judge, I ask of your generosity, I beg you to forgive Sook Hee with a gracious heart, so that she can continue to support her family as both a mother and as a wife. In order to commit a crime as serious as like this, she must have been manipulated. Otherwise, I don't understand how she could have made such a huge mistake.

Sook-hee is also deeply remorseful and filled with regret. She is extremely distressed, as she has not only brought great disappointment to her family. I'm sure she will never make the same mistake again, and I believe that this will be a learning experience for her now into the future. As a responsible person who takes responsibility over the most all matters, I truly believe any responsibilities that she owes will be repaid by her. I sincerely ask for a generous heart to forgive Sook Hee so that she can be with us and her family. I also ask that she may remain in her rightful place as a mother and wife, for her daughter to grow up well and loved by her kind mother.

Sincerely,



Young Joo Choi

Andy Park

2430 8<sup>th</sup> Street, APT B2

Fort Lee, NJ 07024

[aupark@gmail.com](mailto:aupark@gmail.com)

08 August 2022

Re: Sook Hee Kim

To: The Honorable Judge Eleanor L. Ross

My name is Andy Park and I work as a project engineer at a heating and energy solution company. I am writing this letter on behalf of my dear friend, Sook Hee Kim whom I have known for about fifteen years. When I heard about the case of Sook, I was in a shock to see someone close fallen for this type of see-through and obvious scam. Sadly, her blind folded judgement led her to malicious attempts in breaking the law. I understand the seriousness of the case and the circumstance in which she pled guilty. However, it is my sincere hope that this letter could contribute at least a little to the court and honorable judge to reconsider when making decision on her case.

I first met her at church located in Long Island city, NY and we both performed in a choir for young-adult worship service. Sook and I never got a chance to bring our friendship to the next level, but I remember her as a passionate person actively and voluntarily participated in church events and activities which provided opportunities to serve the weak and people who needed help in the local community. Many years later, we met again at a different church in NJ with both of our status changed to married. Since this reunion time, we had shared our stories almost on a weekly basis from small group meeting and I was able to get to know more about her daily routine that she had been a diligent working mom and taking good care of her four years old daughter in most of all after-work hours.

Sook Hee is a person with good heart loving others, but at the same time, she may be a naive and gullible person who has a potential to be deceived by the ill-intended people. Although it does not justify what she did, I just wanted to address how I thought of her as a character reference. This is a heart-breaking event that her inconsiderate choice and associated acts backfired at her with the irreversible consequences potentially leading to a separation from family and especially, her one and only four-years-old daughter. I strongly feel for her daughter who is too young to deal with this type of life-changing event. I heard Sook Hee's testimony in which she admitted she was guilty and fully responsible for her misdeed. Now she is ready to gratefully accept the decisions from the court. I believe this life lesson would not be forgotten and guide her to a different future path of complying the law in a right way.

Thank you for taking your time to read this letter.

Respectfully,



Andy Park

Boyoung Yi  
34 N Farview Avenue  
Paramus, NJ 07652

August 1, 2022

RE: Character Reference Letter for Ms. Sook Hee Kim

To the Honorable Judge Eleanor L. Ross:

My name is Boyoung Yi and I am a friend of Sook Hee Kim. I am currently working for a jewelry importer as an accounting and operations manager in Hackensack NJ. I also serve as mission coordinator at the church where I met Sook Hee Kim. My first interactions with her were at the church retreat in 2011. Since then, I've been doing a volunteer work with her over the years.

Sook Hee Kim has humble and compassionate heart to help those in need financially, spiritually and physically in our community. She has served in a local missionary organization that provides free meals to the homeless and helps people with disabilities. Her love for the weak and poor extended to Tanzania and Cambodia. She has supported a child in Tanzania for many years and currently financially helping disabled people in Cambodia who need a wheelchair. She was always available for those in need. I am certain that her dedication to helping others in the community saved many lost souls and gave them hope. I firmly believe that she is valuable member of the community.

Sook Hee Kim is dedicated wife and a working mom of her four year old daughter. She worked hard to support her family financially since her husband's income wasn't stable. She is also a key person who fills the gap between her husband and in-laws. She did not give up hope, I witnessed that her endless prayers and love for her husband and in-laws have helped family reunite. I believe an absent of Sook Hee Kim will be a great damage to the entire family and especially for her litter one who attached to her mother. I know that this does not justify the crimes she committed. But I witnessed her deeply regretting her actions. And I strongly believe that she will continuously reflecting herself to become better citizen from this case.

I sincerely hope that the court takes this letter into consideration at the time of sentencing. Again, despite the current case, I strongly believe she will be an essential and valuable member of our community.

Sincerely,

A handwritten signature in black ink that reads "Boyoungyi". The signature is written in a cursive, flowing style.

Boyoung Yi

Chol Song Choi  
135 Clinton Place  
East Rutherford NJ 07073

August 12, 2022

Dear Honorable Judge Ross

My name is Chol Song Choi and I am 64 years old. I immigrated to United States in 1984 and I have known Sook Hee Kim since 2008. For the past 10 years, we have attended the same church and bear members of the same community for years. Therefore, I got to know of her personality and character she possesses.

Prior to Sook Hee's marriage, she was living in New York, and I was running a small jewelry company in Manhattan, New York. Running a small business is not easy and there are many challenges, so any or every little help is important. And indeed, Ms. Kim gave me a lot of help and support. She also helped by asking her boyfriend (now, husband) to help repair the building and install equipment's for my business. Sook Hee is not only the kind of person who helps care for others and their troubles, but who can also understand others' sorrows and pains. Compromising with her husband who could not adapt to the Korean community, which she was living in at that time, she willingly moved to Mid Jersey in the neighborhood where her husband grew up. Even after moving far away, she was able to fulfil her responsibilities in all areas, at work, home, church, society and community. I am so proud to see her devotion and dedication. To think that this family is on the verge of falling apart due to the case that Ms. Kim is facing, just breaks my heart. As a person who knows her well, I am writing this letter with a humble heart to request for mercy and amnesty.

Honorable Judge, Sook Hee is a very pure-hearted down to earth person. I don't know how a person who doesn't know how to harm other can cause such a big problem. Being a young lady with lack of worldly experience, may have led to this troublesome situation. Now that she has formed her own family, living her life as a wife and mother of a child, she had nothing but to be happy. But the prospect of a huge life altering change has caused her great grief and pain.

If you can have a heart filled with compassion and grant her leniency, I'm certain that this situation will never occur again. I sincerely request for your compassion with your magnanimous heart.

Sincerely,

A handwritten signature in black ink, appearing to be 'Chol Song Choi', written in a cursive, flowing style.

Chol Song Choi

August 1<sup>st</sup>, 2022

Eleanor L. Ross

United States District Court for the Northern District of Georgia

Re: Character Reference for Court Regarding Sook Hee Kim

To: The Honorable Judge Eleanor L. Ross

My name is Chris Kim, and I have been serving the NY, NJ area as a Switchgear Specialist and Engineer for over 15 years.

I have known Sook Hee Kim as a loyal and good church friend for over 6 years. She and I have been attending the same church and working together to help the children ministry as parents. I have witnessed her sincerity in the support of our oversea missionaries and helping those that were spiritually lost, both in America and in Cambodia.

In addition to our friendship, she has a 4-year-old daughter, and from what I have heard, she was suffering financially to support her child and her family during the COVID pandemic.

This does not justify what she has done, however, I am confident that she deeply regrets her transgressions and this circumstance will change her to better person.

It is my sincere hope that the court takes this letter into consideration at the time of sentencing. Despite the current case, I still believe Sook Hee Kim to be an honorable individual, an incredible mother and a valuable member of my community.


Thank you for taking the time to read this letter.

Sincerely,

Chris Chang Kim

1203 Ramapo Brae Lane

Mahwah. NJ 07430



8/5/2022

From: Christopher Choi  
80 Boulder Run Road  
Paterson, NJ 07501

Date: July 27, 2022

RE: Mrs. Sook Hee Kim

To: The Honorable Judge Eleanor L. Ross,

I have known Sook Hee Kim for more than 10 years. We met in the church, Love Global Vision Church. I was shocked and surprised when I heard the news about her situation whom I know to be an honorable person. For this reason, I am more than happy to acknowledge this letter of reference for Mrs. Sook Hee Kim. I am aware of this serious situation, but I am hoping that this court will show mercy and compassion for Mrs. Kim.

Mrs. Sook Hee Kim has always been a person of great character in the church and around the people. In the church we served in the same cell group to help each other to understand the verse of the Bible, encourage each other to overcome problems in life and edify others to be the best person they can be. Mrs. Sook Hee Kim was the inspirations when we served in the cell group.

Beside our friendship, I know her to be a good-hearted person who is looking to help people if the needs were warranted. For example, she will offer food to the people or lend her time to help them in needs and she often wore her heart on the sleeves. That is why it's so hard to believe what has happened to Mrs. Sook Hee Kim. Her heart of innocence might be too readily available and easy to believe. I am sure that she feels remorse and deep sense of sorry for her action, therefore I believe that she will be a much better person going forward.

I am greatly hopeful that this letter will take a deep consideration of her situation and hoping for the leniency of the outcome. I know Mrs. Sook Hee Kim is an honest person with heart of compassion and a valuable member of the Love Global Vision Church, and a good human being.

Sincerely,



Christopher Choi

Grace Yoomi Choi

439 3<sup>rd</sup> st., 2<sup>nd</sup> floor

Palisades Park, NJ 07650

Aug 16, 2022

To The Honorable Judge Ross

My name is Grace Yoomi Choi, 61 years old. I have raised 3 kids and lived half of my life in the USA. I have known Sook Hee Kim for over 6 years, and we continue to attend the church. When I first came to Love Global Vision Church, even though I am about the same age as her mother, she always tried to understand and care for me since we were in the same cell group that we cherish like a family member. Ms. Sook Hee Kim has optimistic personality that is contagious with others, and readily accept them as they are with full of love and kindness.

I have watched over Ms. Sook Hee's from her marriage to pregnancy like her parent would do. Ms. Sook Hee is faithful to her family and sharing with the neighbors without a change of heart and finishing her task at hands and as a responsible person for me to figure out didn't take long. She supported many mission teams, preparing lunch in the church kitchen, and worked as a volunteer as media team to prepare necessary music sheets, PowerPoints so people can sing along and print the necessary paper for the Sunday Worship.

I would like to express that many people respect her and loves her. Ms. Sook Hee always offers her hands for other that is why she is a friend as well as a family member to me. Ms. Sook Hee sympathizes with people's sorrow as well and their happiness, childbirth, marriage, hospital visits, funeral, to comfort those either happy occasions or through painful situations she was always there for them. Most of all, in spite of her busy work schedule, her first priority was her daughter Olive to be well and her husband and her family took priority with all the love she has. But one day I heard about the mistake she made, and this made me very sad.



Dear Honorable Judge, Ms. Sook Hee made a mistake that she fully didn't understand in my observation. However, she is aware of her mistake at this time, with acknowledgment and thinking about the action and trying to change her life around in my heart. I am hoping that Ms. Sook Hee will not lose her daughter that she loves and her husband as a family. I hope Oliva didn't have to live a life without her mom in her life rather she can grow up in the arms of her mom and dad in beautiful and wonderful relationship is what I am wishing for.

I sincerely ask your Honor's generosity and compassion in order to provide proper care and guide for her child. I ask for your mercy. Thank you for reading this letter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Grace Yoomi Choi', written in a cursive style.

Grace Yoomi Choi

Hayoun Park  
22 Pearl Rd  
Closter NJ 07624  
Hpark0608@gmail.com

August 28, 2022

The Honorable Judge Eleanor L. Ross  
United States District Court for the Northern District of Georgia  
c/o John Kim Attorney at Law  
3327 Duluth Highway 120, Suite 203, Duluth, GA 30096

Re: Character Reference Letter for Sook Hee Kim

To the Honorable Judge Eleanor L. Ross

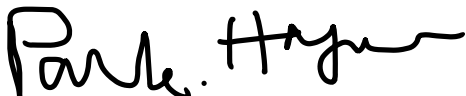
My name is Hayoun Park, and I am currently a teacher of Pre-K class at King's Kids Learning Center. I have ten years of teaching experience working with young children. I am also serving as a Sunday school teacher at Love Global Vision Church for ten years.

Mrs. Kim is a loving and compassionate woman. She is also a protector, disciplinarian, and friend to her daughter, Olivia. She works hard to make sure her daughter is equipped with the knowledge, skill, and abilities to make her a competent human being. From the very beginning of Olivia's life, Mrs. Kim, the mother is the most important figure of attachment. When a mother is not present in her life of Olivia, this can bring major consequences for her development. A mother is the person who brings Olivia into this world, and who nourishes and cares for us from the very beginning. This bond is an indispensable part of human existence. An absent mother, therefore, can lead to deep insecurity in Olivia. The lack of a mother can have negative feelings, poor behavior, problems with social relationships, and emotional imbalances.

I cannot imagine and find it totally out of character for Mrs. Kim to be involved in anything unlawful. But if this is to be believed I have no doubt that she would be thoroughly embarrassed, humiliated, and has learned from her actions. I ask that Your Honor look less severe than might have been expected on sentencing for Sook Hee Kim.

Sincerely,

Hayoun Park

A handwritten signature in black ink, appearing to read "Park. Hayoun", written in a cursive, flowing style.

From: Helen Jang  
80 Boulder Run Road  
Paterson, NJ 07501

Date: August 20, 2022

RE: Ms. Sook Hee Kim

To: The Honorable Judge Eleanor L. Ross,

I have known Sook Hee Kim for more than 10 years. We met in the church, Love Global Vision Church. Also, she was in our cell group, I was her small group leader, we participated same bible study, and I saw her serve church members with her true heart. Ms. Sook Hee is very responsible person in everything and care diligently. Sook Hee is a person who has attended every small group meeting once a week, and generously prayed for those who needed prayer while spending time with them, worrying about them. Not only that, as the head of the family, she has financial difficulties, and she has never seen her husband ignored, or expressing negatively about her life, or complaining about it. Sook Hee is very positive in every way and a happy person.

What I still remember..... Sook Hee had been praying for several years for a beautiful gift that Jesus would give to the family, and she finally received a beautiful daughter as a gift.

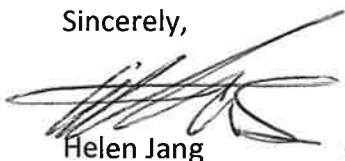
I remember the tears of gratitude and joy that Sook-Hee shed at that time. Since then, Sook-Hee has been observing her pretty daughter, Olivia, as she strives to raise her very upright and honest. In order to become a mother who is not ashamed of her daughter, Sook-Hee devoted her heart to prayer, the Words, and the task given to her.

Therefore, I was shocked and surprised when I heard the news about her situation whom I know to be an honorable, and beautiful person. I am aware of this serious situation, but I am hoping that this court will show mercy and compassion for Ms. Kim.

Sook-Hee is repenting of her mistakes and comes to church every day in weeping and prays. So, please show the judge's mercy on her so, Sook-Hee can live with her daughter Olivia and her husband. I, as her true friend, asking your grace and mercy. Please don't let her separate from her family, because she admits her mistake and will never go down the wrong path again.

I am greatly hopeful that this letter will take a deep consideration of her situation and hoping for the leniency of the outcome.

Sincerely,



Helen Jang

August 1<sup>st</sup>, 2022

Eleanor L. Ross  
United States District Court for the Northern District of Georgia

Re: Sook Hee Kim

To The Honorable Judge Eleanor L. Ross

My name is Hyeong Young Lim and I have been serving the community for 12 years as a nurse and nurse practitioner. I am writing this letter today to express my strong support for leniency in the sentencing of my dear friend Sook Hee Kim.

She and I have been attending the same church for 10 years, as the prayer group leader to which she belongs, I have witnessed that she sincerely supported missionaries and spiritually and financially lost people in the U.S. and Cambodia. I believe that her dedication and prayers have saved many lost souls in the community.

Mrs. Kim has been playing an important role in improving the broken relationship between her in-laws and her husband; and also, she has been always a peacemaker who takes the lead in helping people in need in the church or in the neighborhood.

Also, she has been praying and trying for years to have a second child. And as much as she wishes for her new child, she now loves her family, hoping that this loving family will never be broken by her mistake.

Mrs. Kim has worked hard as the de facto head of the family to raise and educate her lovely 4-year-old daughter as her husband has not been very helpful financially. I know that it does not justify her crime, but I am sure that she deeply regrets her wrongdoings; and that this event will make her a better citizen.

I sincerely hope that you look into this matter and consider this character reference letter before passing on any verdict. Mrs. Kim will strive to make amends, and I am sure we will get to see her good works bringing fruitful results to our society again.

Thank you for taking the time to read this letter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Hyeong Y. Lim', with a stylized flourish at the end.

Hyeong Y. Lim

Jean Oh  
281 Park St., Hackensack, NJ 07601  
Jeanoh\_2000@yahoo.com  
480-206-2039

**Statement of Support on Behalf of Sook-Hee Kim by Jean Oh**

My name is Jean Oh and am a friend of Sook-Hee Kim. I understand that Ms. Kim is pending a case. I offer this statement for both the Court's and government's consideration when disposing this matter.

I am Korean American, moved to New Jersey from Arizona back in 2007 (short lived in Manhattan for about a year between). I currently live in Hackensack, and work as a purchasing manager in power plant industries, headquarter located in South Korea.

I first met Sook-Hee Kim about 9-10 years ago at Love Global Vision Church service. I cannot remember exact year Sook-Hee Kim came and joined as church member, but I was at LGVC since 2011 (until 2018). First, we knew each other as a church member and got closer when we joined same small fellowship group (called as 'cell group') in 2014 or 2015. We met at least three times a week until I left LGVC in 2018; for Sunday Service, Friday night service and Fellowship meeting. For Fellowship meeting, we met to share the Word and how it transformed and applied into our daily lives. Then we served and helped each other in prayers and support each other.

To be honest, it's not easy to open up self and share the walk of life with others, even to so called God's family. But when strong and mighty Word centers the meeting, we were safe to open up and share the current lives of each other; good, bad, trouble, tough, pain and happiness, etc.. We(Sook-Hee Kim, other members and I) have become caring and loving family sharing communion together.

During these years, Sook-Hee Kim had two major prayer requests and hopes she was going through. One was the prayer for her husband to be awoken in faith and the other was having a baby. She was waiting on baby for years into marriage and this long wait was the hardest and painful for her and for us who knew the desire of her wish.

While we were serving each other in small group, Sook-Hee Kim never ceased to serve the church. Sook-Hee Kim joined Media Team and served church weekly. Sook-Hee Kim also stood at the platform to share her testimony of overcoming the weakness and pains through faith during Retreat (we called 'Encounter' Retreat) and inspired many people. She was faithfully and fervently committed to her faith and serving the church.

In year 2015, Sook-Hee Kim signed up for the short mission trip to India and we went to mission field together. Going to short mission trip requires commitment and dedication, and Sook-Hee Kim was devoted to spread the Gospel at the mission field and loved the people of India.

After weeks of training and preparation sessions, we have arrived in India and joined local mission team to start visit villages to villages for share the Good News of Gospel. Mission trip was physically hard and difficult, but we were very happy to share the Gospel and were lad to witness people come to Jesus and find the love of God for them.

In year 2017, finally Olivia Kwasniak has born to Sook-Hee Kim and Krystian Kwasniak. Sook-Hee Kim's long time pain has gone and wish has come true. Myself and friend held baby shower for Sook-Hee Kim since her parents were in South Korea. We had wonderful time of celebrating and blessing both child and Sook-Hee Kim. It was a precious moment when Olivia was born, and Sook-Hee Kim was and is very devoted loving mother to Olivia. She prioritized her time and effort to love and care Olivia. It is not a double to see how much she loves Olivia and her family. Sook-Hee Kim is a wonderful mother, devoted wife, diligent worker, royal servant to her church and community.

The news of current situation and charges that Sook-Hee Kim is going through was a shocking and crucial to hear. For she is a not a person who can harm others or break the law. I respectfully request leniency with Sook-Hee Kim as I believe she will reconcile her errors and remain a positive asset to her family, friends and society at large. Her nature and actions as demonstrated to me shows she is fundamentally a caring and faithful person.

Sincerely,

*Jean Oh*

Jean Oh, 8/5/2022

Kyu Yi  
70 Beverly Rd,  
Oradell, NJ 07649

08/07/2022

Re: Ms. Sook Hee Kim

To: The Honorable Judge Eleanor L. Ross,

First of all, I would like to pay tribute to you who is working hard for fair law enforcement today.

To briefly introduce myself, I have been working as an IT Security Manager at Samsung SDSA for over 10 years. I am writing this character letter in hopes that it will be of some help while watching how Ms. Kim is suffering from this incident.

I have been attending the same church with Ms. Kim for over 10 years and have been working on the media team together. Serving as a member of the media team, we come to church at least an hour early to every worship service, praying for worship and preparing the media. It requires time and dedication. From what I have seen Ms. Kim so far, she's not someone who intentionally harms people or breaks the law. She is a warm-hearted person, and she is a person who faithfully carries out the tasks entrusted to her. When I went on a missionary trip to India with her, she desperately prayed for the struggling souls and felt their pain and sorrow and embraced them with love.

She is a strong woman who does not give up her life despite her difficult relationship due to her husband's affair and takes on the responsibility of raising her four-year-old daughter on her own. I see her, most of all, worrying that her child would lack the love of her parents and praying for God's love to be poured out on her child. The fact that she had to deal with her financial difficulties alone would not justify her wrongdoing, but I was also very surprised and deeply saddened by the unsavory news. It's hard to believe that Ms. Kim did something like this. Ms. Kim expressed deep sense of remorse in making such a serious mistake and I believe she will emerge a better person.

Please help Ms. Kim to become a new person who will never even think of doing something like this again.

It is my sincere hope the court takes this letter into consideration at the time of sentencing and please give Ms. Kim a chance to keep her mother's place and make even a contribution to society through her new life.

I hope that the wishes of everyone around her, including herself, will be conveyed to you. I hope you have a pleasant day receiving the letter as well.

Sincerely,

Kyu Yi





**Lee Sujung**

16-24 Split Rock Road, Fair Lawn, NJ 07410

07/29/2022

Re:

To: The Honorable Judge

I, Sujung, Nurse Practitioner have known Sookhee Kim as a good friend and church fellowship member for four years. I was troubled and surprised to hear about her recent case as she has always been a rather solid person, it is for this reason I am happy to write a letter of reference for Ms. Sookhee regarding her matter. I understand the seriousness of this matter, however, hope the court will show some leniency.

Sookhee has always been an upright character in the church, in our fellow ship, she has really been there for us including me, especially when the church I worked for closed, she made it a point to be there and show a significant amount of support during s sudden and arduous situation like helping the poor, comforting the depressed person, job search for them, cook in the kitchen to give them, meeting for pray, taking care of her around people and so on. It was Sookhee that was source of camaraderie for both me and our fellowship. She has truly been a good friend over the years.

In addition to our fellowship, she was a dedicated mom to her daughter and came the church to pray with her daughter from her home in a long distance. It's my joy to see her daughter Olivia happily smiling with mom and I think her losing her mom.

It is unfortunate that she has made some bad decisions, thus resulting in this case. While I was surprised to hear of the misconduct, it comes as no surprise that she is ready to accept responsibility for her actions. I believe that as we move forward, she will emerge a better person. In short, Sookhee expressed deep sense of remorse in making such a serious mistake and I believe I her ability to pay her debt to society.

It is my sincere hope the court takes this letter into consideration as the time of sentencing. Despite the current case, I still believe Sookhee to be an honorable individual, a valuable member of my church and a good human being.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lee', with a long horizontal stroke extending to the left and a looped flourish to the right.

Lee, Sujung



WooTRhim

52 Mulberry Ct

Paramus, NJ 07652

Aug 6<sup>th</sup>, 2022

The Honorable Judge Eleanor L. Ross

United State District Court for the Northern District of Georgia

Dear Judge Ross;

I am writing this letter on behalf of Sook Hee Kim. Mrs. Kim and I have known each other for over seven years. We have been attending the same church. During this time, she has proven to be of fine and responsible character. Overall, Mrs. Kim is known for being a dedicated wife and mother. As a reliable member of the community, Mrs. Kim's offense was quite unexpected.

During the early morning prayer services at our church, I witnessed her repent to God of the serious lack of judgment she had shown and expressed remorse and a strong desire to address her sinfulness. As her friend, I have been aware of the personal difficulties within her relationship with her in-laws, her marriage, and her financial situation. These difficulties have overwhelmed her momentarily and severely compromised her ability to cope properly with her current life. However, I believe that despite this momentary setback, she has every intention of improving her life and situation. Sook Hee has always had a strong character with a desire of doing good deeds for her community. Regardless of the challenges she will continue to face, I have every confidence that Sook Hee Kim will develop better judgment to avoid making poor decisions. I have no doubt that she will continue to be a solid and upstanding figure in our community.

Sook Hee Kim has shown thus far a steadfast and resolute demeanor in moving past this mistake in a constructive and successful manner. It is my hope this letter regarding Sook Hee Kim and her case will act as a positive and contributing factor when the court considers this matter.

Sincerely yours,

A handwritten signature in black ink, appearing to be 'WooT Rhim', written over a horizontal line.

WooT Rhim

Yong Lee  
90 Chaffee Cir  
Norwood, New Jersey 07648 201-895-9933

August 24<sup>th</sup> 2022

Re: Character Reference Letter for Sookhee Kim

To Honorable Judge Eleanor L. Ross,

My name is Yong Lee. I'm a mother of four kids. As a mother, I had so much hard time raising my kids. However, Sookhee always welcomed my kids and liked them like her own kids even though she tried to have kids but did not work well.

I and Sookhee were in the same cell group at the church for about 7 years since 2012. Through that time, I have never seen her doing untruthful things. She was a testimony in front of church members about what she did wrong before meeting Christ, and I was overwhelmed by how she confronted that and lived in life what she said.

Like most of the family when her husband abandoned her, she tried her best to keep the family even though all her friends and people she knew said just divorce or think again. I saw how she loved her husband and forgave him for his mistake. Her family was recovered and living in harmony, and Sookhee was living in the happiest moment with her daughter Olivia whom she tried so hard and so many years to have one.

Throughout the years I have been watching her, and she was the most strong and truthful woman that I know. So, it was a shock when she told me her situation I do not know how she is involved in this situation, but sometimes people make mistakes when they are in the corner. I pray that she has another chance to live like she used to before and never do this mistake again.

I'm sure she has a such heartbroken lesson through this happening.

Sincerely,

A handwritten signature in black ink, appearing to be 'Yong Lee', with a stylized, cursive script.

Yong Lee

Timothy Choi & Jimin Kim  
81 Hearthstone Lane  
Evesham, NJ 08053  
Timothyjohnchoi@gmail.com

7/31/2022

Dear Your Honorable Judge Ross

I am writing this letter to let you know what kind of character Sook Hee Kim is for our family. My name is Timothy Choi and born and raised here in the states. I have known her for quite some time now 10+ years. My father and mother introduced her to myself and the current church that we attend. She has helped my parents with so much when I was unavailable. Also, since my wife is from Korea and when she felt isolated Sook Hee welcomed her and made her feel comfortable. This may not seem like a lot, but once you start helping my parents it never stops and my wife is a hard person to warm up to. I write this because someone like Sook Hee is kind and has a patient heart to help with a smile always, also has a great personality to get along with my wife. She also has a daughter Oliva who is exactly 1 day older than my son Caleb, which they play together and can clearly see that Sook Hee is a big part of Oliva's life. I have been in sales my whole career and I am a Regional Manager in my current sales job, which requires me to work with many people every day. This path has helped me be a pretty good judge of character, since working with different type of people frequently. One thing that I am very certain of is Sook Hee is not the type of person to do anything to endanger her family situation by knowingly doing what she is accused of and to have the aptitude to pull anything like this off nor has the guts to do anything like what she is accused of. If anything, it is very sad place that we live in, a place where another person deceit can possibly affect a family. You hear about it or see it on the news or article feeds, but when it hits people that you know it is very saddening. hopefully by reading these letters and hearing her pleas, someone can truly discern what is the right move to make for not just for Sook Hee and her family Olivia & Krys but also for the people that do care about her and the family.

Thank you, Choi Family,

Timothy Choi, Jimin Kim, Caleb Choi



# EXHIBIT D



UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

UNITED STATES OF AMERICA	)	
	)	
	)	
v.	)	Criminal No. 1:22-cr-87
	)	
SOOK HEE KIM,	)	
	)	
Defendant.	)	

**LIST OF WITNESSES**

1. Hyeong Young Lim (friend – character witness)
2. Boyoung Yi (friend – character witness)
3. Chiwon Jeon (friend – character witness)
4. Krystian Kwasniak (defendant’s husband – character witness)
5. Sook Hee Kim (defendant)